**DATED 05/05/2021**

**CROWN COMMERCIAL SERVICE**

**and**

**[REDACTED]**

**CLOUD COMPUTE FRAMEWORK AGREEMENT**

**(Agreement Ref: RM6111)**

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This Agreement is made on 05/05/2021

**BETWEEN:**

(1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office acting as part of the Crown, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP, ("**CCS**"); and

(2) ***[REDACTED]*** which is a company registered in ***[REDACTED]*** company number ***[REDACTED]*** and whose registered office is at ***[REDACTED]*** (the **"Supplier"**).

**RECITALS:**

1. CCS placed a contract notice ***2020/S 237-586978*** on ***01/12/2020*** (the **"OJEU Notice"**) in the Official Journal of the European Union seeking tenders from providers of cloud compute services interested in entering into a framework arrangement for the supply of such services to Buyers.
2. On ***03/12/2020*** CCS issued an invitation to tender (the "**Invitation to Tender**") for the provision of cloud compute platform access and limited associated services.
3. In response to the Invitation to Tender, the Supplier submitted a tender to CCS on ***29/01/2021*** (set out in Framework Schedule 13 (Tender)) (the “**Tender**”) through which it represented to CCS that it is capable of delivering the Services in accordance with CCS's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to CCS in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
4. On the basis of the Tender, CCS selected the Supplier to enter into a framework agreement along with a number of other suppliers appointed to the Framework to provide the Services to Buyers from time to time on a call-off basis in accordance with this Framework Agreement.
5. This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Services which may be required by Buyers, the template terms and conditions for any Call-Off Contract which Buyers may enter into and the obligations of the Supplier during and after the Framework Period.
6. It is the Parties' intention that there will be no obligation for any Buyer to award any Call-Off Contracts under this Framework Agreement during the Framework Period.
7. **PRELIMINARIES**
8. **DEFINITIONS AND INTERPRETATION**

**Definitions:**

* 1. In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.
  2. If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

**Interpretation:**

* 1. In this Framework Agreement, unless the context otherwise requires:
     1. the singular includes the plural and vice versa;
     2. reference to a gender includes the other gender and the neuter;
     3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
     4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
     5. the words "**including**", "**other**", "**in** **particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
     6. references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
     7. references to: “**representations**” shall be construed as references to present facts; to “**warranties**” as references to present and future facts; and to “**undertakings**” as references to obligations under this Framework Agreement;
     8. references to “**Clauses**” and “**Framework Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
     9. any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
     10. the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
  2. Subject to Clause 1.5, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
     1. the Clauses and Framework Schedule 1 (Definitions);
     2. Framework Schedules 2 (Services) to 12 (Commercially Sensitive Information) inclusive and 14 (Processing, Personal Data and Data Subject); and
     3. Framework Schedule 13 (Tender).
  3. Where Framework Schedule 13 (Tender) contains provisions which are more favourable to CCS in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. CCS shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

1. **SUPPLIER'S APPOINTMENT**
   1. CCS hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call-Off Contract by CCS and Other Buyers during the Framework Period.
   2. In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it CCS agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).
2. **SCOPE OF FRAMEWORK AGREEMENT**
   1. Without prejudice to Clause 34 (Third Party Rights), this Framework Agreement governs the relationship between CCS and the Supplier in respect of the provision of the Services by the Supplier.
   2. The Supplier acknowledges and agrees that:
      1. there is no obligation whatsoever on CCS or on any Other Buyer to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement; and
      2. in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by CCS and/or Other Buyers in relation to the provision of the Services by the Supplier and that CCS and Other Buyers 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.
3. **CALL-OFF PROCEDURE**
   1. If CCS or any Other Buyer decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call-Off Contracts for the Services from the Supplier by following Framework Schedule 5 (Call-Off Procedure).
   2. The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call-Off Procedure).
4. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents and warrants that:
      1. it has full capacity and authority to enter into and to perform this Framework Agreement;
      2. this Framework Agreement is executed by its duly authorised representative;
      3. there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that could reasonably be anticipated to affect its ability to perform its obligations under this Framework Agreement; and
      4. its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
   2. The Supplier represents and warrants that:
      1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
      2. it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Undertaking) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
      3. it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to CCS before the Framework Commencement Date;
      4. its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
      5. as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
      6. as at the Framework Commencement Date, it has notified CCS in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in connection with any Occasion of Tax Non-Compliance;
      7. it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to CCS which are necessary for the performance of the Supplier’s obligations under this Framework Agreement;
      8. it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or CCS’s Confidential Information (held in electronic form) owned by or under the control of, or used by, CCS and/or Other Buyers;
      9. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
      10. it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue;
      11. for the duration of this Framework Agreement and any Call-Off Contracts and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call-Off Contracts, the Supplier shall not actively seek to employ or offer employment to any staff of CCS or the staff of any Buyer who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of the relevant Buyer. The Supplier shall not be considered in breach of this Clause 5.2.11 where such member of staff of CCS, or Buyer is employed following a successful application submitted in response to a job advertisement placed in the national, regional or professional press or in any other form of media used for recruitment; and
      12. in performing its obligations under this Framework Agreement and any Call-Off Contract, the Supplier shall not (to the extent possible in the circumstances) discriminate between Buyers on the basis of their respective sizes.
   3. Each of the representations and warranties set out in Clauses 5.1 and 5.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
   4. If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
   5. For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination CCS may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
   6. Each time that a Call-Off Contract is entered into, the warranties and representations in Clauses 5.1 and 5.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.
5. **DURATION OF FRAMEWORK AGREEMENT**
6. **FRAMEWORK PERIOD**
   1. This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:
      1. at the end of the Initial Framework Period; or
      2. where CCS elects to extend the Initial Framework Period in accordance with Clause 6.2 below, at the end of the Extension Framework Period,

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

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

1. **FRAMEWORK AGREEMENT PERFORMANCE**
2. **FRAMEWORK AGREEMENT PERFORMANCE**
   1. The Supplier shall perform its obligations under this Framework Agreement in accordance with:
      1. the requirements of this Framework Agreement, including Framework Schedule 7 (Framework Management) where appropriate;
      2. Good Industry Practice;
      3. where and to the extent applicable, the Standards; and
      4. in compliance with all applicable Law.
   2. The Supplier shall bring to the attention of CCS, any conflict between any of the requirements of Clause 7.1 and shall comply with CCS's decision on the resolution of any such conflict.
3. **STANDARDS**
   1. The Supplier shall comply with the Standards at all times during the performance by the Supplier of this Framework Agreement and any Call-Off Contract, including the Standards set out in Framework Schedule 2 (Services).
   2. Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier’s provision, or the receipt by a Buyer under a Call-Off Contract, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
   3. Where a new or emergent standard is to be developed or introduced by CCS, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or a Buyer’s receipt under a Call-Off Contract, of the Services is explained to CCS and the Buyer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
   4. Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.
   5. The Supplier should note (when delivering Services to CCS and any Buyer which is a Crown Body) the intention of CCS to conform to HM Government’s ICT Strategy and the set of standards (such as those associated with the adoption of cross government cloud services) related to that strategy.
   6. Where a standard, policy or document is referred to in Framework Schedule 2 (Services) by reference to a hyperlink or where any such standard, policy or document contains a hyperlink to another source, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document or source within any such standard, policy or document, the Supplier shall notify CCS and the Parties shall update this Framework Agreement in accordance with the Variation Procedure with a reference to the relevant replacement hyperlink (if any) or failing which as otherwise agreed by the Parties.
4. **CALL-OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT**
   1. The Supplier shall perform all its obligations under all Call-Off Contracts entered into with CCS or any Other Buyer in accordance with:
      1. the requirements of this Framework Agreement; and
      2. the terms and conditions of the respective Call-Off Contracts.
   2. The Supplier shall draw any conflict in the application of any of the requirements of Clauses 9.1.1 and 9.1.2 to the attention of CCS and shall comply with CCS's decision on the resolution of any such conflict.
5. **FRAMEWORK AGREEMENT GOVERNANCE**
6. **FRAMEWORK AGREEMENT MANAGEMENT**
   1. The Parties shall manage this Framework Agreement in accordance with Framework Schedule 7 (Framework Management).
7. **RECORDS AND AUDIT ACCESS**
   1. The Supplier shall keep and maintain, until seven (7) years after the date of termination or expiry of the last Call-Off Contract to expire or terminate or such other date as may be agreed between the Parties, full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Contracts entered into with Buyers, the Services provided pursuant to the Call-Off Contracts, and the amounts paid by each Buyer under the Call-Off Contracts and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.
   2. The Supplier shall keep the records and accounts referred to in Clause 11.1 in accordance with Good Industry Practice and Law.
   3. The Supplier shall provide CCS with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier’s management team or by the Supplier’s external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.
   4. Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders entered into during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
      1. Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
      2. all related invoices are completely and accurately included in the MI Reports; and
      3. all Charges to Buyers comply with any requirements under this Framework Agreement or as otherwise agreed in writing with CCS on discounts, charge rates, fixed quotes (as applicable).
   5. Each Self Audit Certificate should be accompanied by a description of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
   6. CCS acknowledges that the rights of audit or inspection under this Clause 11 shall not include the right to audit or inspect the Supplier’s physical infrastructure.
   7. The Supplier shall provide any Auditor with access to the records and accounts referred to in Clause 11.1 and provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier’s obligations under this Framework Agreement, including for the following purposes to:
      1. verify the accuracy of the Charges payable by a Buyer under a Call-Off Contract;
      2. verify the Supplier’s and each Sub-Contractor’s compliance with applicable Law;
      3. identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances CCS shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
      4. 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;
      5. carry out CCS’s internal and statutory audits and to prepare, examine and/or certify CCS's annual and interim reports and accounts;
      6. 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;
      7. verify the accuracy and completeness of any Management Information delivered or required under this Framework Agreement;
      8. review any MI Reports and/or other records relating to the Supplier’s performance of the Services and to verify that these reflect the Supplier’s own internal reports and records;
      9. review the integrity, confidentiality and security of Personal Data; and/or
      10. receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier within the scope of the Framework in order to verify that the Supplier’s practice is consistent with the Government’s transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
   8. CCS shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call-Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of CCS.
   9. Subject to CCS's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
      1. all information within the scope of the Audit requested by the Auditor; and
      2. access to the Supplier Personnel.
   10. If an Audit reveals that the Supplier has underpaid an amount equal to or greater than ten per cent (10%) of the Management Charge due in respect of any one Contract Year or year of any Call-Off Contracts then, without prejudice to CCS’s other rights under this Framework Agreement, the Supplier shall reimburse CCS its reasonable costs incurred in relation to the Audit.
   11. If an Audit reveals that:
       1. that the Supplier has underpaid an amount equal to or greater than twenty five per cent (25%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call-Off Contract; and/or
       2. a material Default has been committed by the Supplier,
       3. then CCS shall be entitled to terminate this Framework Agreement.
   12. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 11, save as specified in Clause 11.10.
8. **Variation**

**Variation Procedure:**

* 1. Subject to the provisions of this Clause 12, either Party may, acting reasonably, request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**" and will only be effective if agreed in writing and signed by both Parties.
  2. CCS may request a Variation by sending written details to the Supplier giving a time frame for response and sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.
  3. The Supplier shall respond to CCS’s request pursuant to Clause 12.2 within the time frame specified in the request. Such time limits shall be reasonable and ultimately at the discretion of CCS having regard to the nature of the proposed Variation.
  4. If the Supplier is unable to agree to or implement the proposed Variation, CCS may:
     1. agree to continue to perform its obligations under this Framework Agreement without the proposed Variation; or
     2. terminate this Framework Agreement with immediate effect.
  5. CCS is not obliged to agree to a proposed Variation made by the Supplier. If CCS is unable to agree (acting reasonably) a proposed Variation request made by the Supplier, the Supplier shall continue to perform its obligations under this Framework Agreement and each Call-Off Contract without the Variation.
  6. For the purpose of Regulation 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Framework Agreement as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

**Legislative Change:**

* 1. The Supplier shall not be relieved of its obligations under this Framework Agreement as the result of:
     1. a General Change in Law; or
     2. a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.
  2. If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 12.7.2), the Supplier shall:
     1. notify CCS as soon as reasonably practicable of the likely effects of the Specific Change in Law including whether any Variation is required to the Services, the Framework Prices and/or this Framework Agreement; and
     2. provide CCS with evidence:
        1. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of costs of its Sub-Contractors; and
        2. as to how the Specific Change in Law has affected the cost of providing the Services.
  3. Any relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 12.7.2) shall be implemented in accordance with Clause 12 (Variation Procedure).

1. **MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS**
2. **MANAGEMENT CHARGE**
   1. In consideration of the establishment and award of this Framework Agreement and the management and administration by CCS of the same, the Supplier agrees to pay to CCS the Management Charge in accordance with this Clause 13.
   2. CCS shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 8 (Management Information), and adjusted in accordance with paragraphs 5.4 to 5.7 of Framework Schedule 8 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information.
   3. Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as CCS may from time to time reasonably require) the amount stated in any invoice submitted under Clause 13.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by CCS to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.
   4. The Management Charge shall apply to the full Charges as specified in each and every Call-Off Contract and shall not be varied as a result of any credit or any reduction in the Charges made under any Call-Off Contract.
   5. The Supplier shall not pass through or recharge to, or otherwise recover from any Buyer the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
   6. Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
3. **PROMOTING TAX COMPLIANCE**
   1. If, at any point during the Framework Period and/or during any Call-Off Contract, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
      1. notify CCS in writing of such fact within five (5) Working Days of its occurrence; and
      2. promptly provide to CCS:
         1. details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
         2. such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonably require.
4. **SUPPLY CHAIN MATTERS**
5. **SUPPLY CHAIN RIGHTS AND PROTECTION**

**Register of Key Sub-Contractors and Sub-processors:**

* 1. The Supplier warrants that the Key Sub-Contractors and Sub-processors as at the Framework Commencement Date shall be those set out in the Supplier’s Register of Key Sub-Contractors and Sub-processors as at that date. Throughout the Framework Period and for the duration of all Call-Off Contracts the Supplier shall notify promptly CCS in writing of any additional or replacement Key Sub-Contractors and Sub-processors (and in the case of any additional or replacement Sub-processors in accordance with the provisions of Clause 17.31) appointed after the Framework Commencement Date and maintain at all times throughout the Framework Period an accurate, complete and up to date list of all Key Sub-Contractors and Sub-processors used in the provision of the Services (the “**Supplier’s Register of Key Sub-Contractors and Sub-processors**”), such list to contain as a minimum:
     1. the trading name of each Sub-processor and each Key Sub-Contractor and their respective registered company names, if different;
     2. a brief description of each Sub-processor’s and each Key Sub-Contractor’s role in the provision of the Services;
     3. whether each Key Sub-Contractor should reasonably be categorised as a Sub-processor under Data Protection Legislation; and
     4. details of any third party which is not a Key Sub-Contractor but which should reasonably be categorised as a Sub-processor under Data Protection Legislation.
  2. The Supplier’s Register of Key Sub-Contractors and Sub-processors is the Supplier’s Confidential Information. For the avoidance of doubt, the Confidential Information that CCS may disclose under Clause 17.11, including to Other Buyers, shall include the Supplier’s Register of Key Sub-Contractors.

**Supply Chain Protection:**

* 1. Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Framework Agreement the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor under that Sub-Contract within thirty (30) days from the receipt of a valid invoice.
  2. Notwithstanding any provision of Clauses 17.5 to 17.14 (Confidentiality) and 18 (Publicity and Branding) if the Supplier notifies CCS that the Supplier has failed to pay an undisputed Sub-Contractor’s invoice within thirty (30) days of receipt, or CCS otherwise discovers the same, CCS shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

**Retention of Legal Obligations:**

* 1. The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

**Income Tax and National Insurance Contributions:**

* 1. Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under a Call-Off Contract, the Supplier shall:
     1. at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
     2. indemnify each Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

1. **INTELLECTUAL PROPERTY AND INFORMATION**
2. **INTELLECTUAL PROPERTY RIGHTS**

**Allocation of title to IPR:**

* 1. Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
  2. Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 16.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
  3. Subject to Clause 16.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
  4. Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use CCS’s logo exclusively in connection with the provision of the Services during the Framework Period and for no other purpose.

**IPR Indemnity:**

* 1. The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
  2. The Supplier shall during and after the Framework Period, on written demand, defend and indemnify and keep CCS indemnified from and against all Losses incurred by, awarded against or agreed to be paid by CCS (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

**Supplier options:**

* 1. If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
     1. procure for CCS the right to continue using the relevant item which is subject to the IPR Claim; or
     2. replace or modify the relevant item with non-infringing substitutes provided that:
        1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
        2. the replaced or modified item does not have an adverse effect on any other Services;
        3. there is no additional cost to CCS; and
        4. the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.
  2. The indemnity in Clause 16.6 shall not apply where and to the extent an IPR Claim and/or any Losses arising from such an IPR Claim, arise directly from and would not have arisen in the absence of:
     1. the use ofany materials provided by CCS; and/or
     2. CCS’ breach of this Framework Agreement.
  3. If the Supplier elects to procure a licence in accordance with Clause 16.7.1 or to modify or replace an item pursuant to Clause 16.7.2, but this has not avoided or resolved the IPR Claim, then:
     1. CCS may terminate this Framework Agreement by written notice with immediate effect; and
     2. without prejudice to the indemnity set out in Clause 16.6, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

1. **CALL-OFF CONTRACT PROVISION AND PROTECTION OF INFORMATION**

**Provision of Management Information:**

* 1. The Supplier shall, at no charge to CCS, submit to CCS complete and accurate Management Information in accordance with the provisions of Framework Schedule 8 (Management Information).
  2. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
     1. use and to share with any Other Buyer and Relevant Person; and/or
     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, or interpretation gained from the Management Information, for CCS's normal operational activities including but not limited to administering this Framework Agreement and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings, measuring the Supplier’s performance in relation to other suppliers and planning future procurement activity.

* 1. CCS shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.
  2. CCS may consult with the Supplier to help with its decision regarding any exemptions under Clause 17.3 but, for the purpose of this Framework Agreement, CCS shall have the final decision in its absolute and sole discretion.

**Confidentiality:**

* 1. For the purposes of Clauses 17.5 to 17.14, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
  2. Except to the extent set out in Clauses 17.5 to 17.14 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:
     1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
     2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
     3. not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
     4. without undue delay and within 72 hours of becoming aware notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
  3. The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
     1. the Recipient is required to disclose the Confidential Information by Law, provided that Clauses 17.18 and 17.19 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
     2. the need for such disclosure arises out of or in connection with:
        1. any legal challenge or potential legal challenge against CCS arising out of or in connection with this Framework Agreement;
        2. the examination and certification of CCS's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS is making use of its resources; or
        3. the conduct of a Central Government Body review in respect of this Framework Agreement; or
        4. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
  4. If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
  5. Subject to Clauses 17.6 and 17.7, the Supplier may only disclose the Confidential Information of CCS on a confidential basis to:
     1. Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier’s obligations under this Framework Agreement; and
     2. its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
  6. Where the Supplier discloses the Confidential Information of CCS pursuant to Clause 17.9, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.
  7. CCS may disclose the Confidential Information of the Supplier:
     1. on a confidential basis to any Central Government Body for any proper purpose of CCS or of the relevant Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Buyers;
     2. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
     3. to the extent that CCS (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
     4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 17.11.1 for any purpose relating to or connected with this Framework Agreement;
     5. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement (including enabling Other Buyers to enter into Call-Off Contracts); or
     6. on a confidential basis to a proposed Transferee body as defined under Clause 32.4 (Assignment and Novation) in connection with any assignment, novation transfer, or disposal of any of its rights, obligations or liabilities under this Framework Agreement, or successor in title to CCS,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on CCS under this Clause 17.

* 1. For the avoidance of doubt, the Confidential Information that CCS may disclose under Clause 17.11 shall include 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) and the terms of any Call-Off Contract may be shared with any Central Government Body or Other Buyer from time to time.
  2. Nothing in Clauses 17.5 to 17.12 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of Intellectual Property Rights.
  3. In the event that the Supplier fails to comply with Clauses 17.6 to 17.9, CCS reserves the right to terminate this Framework Agreement for material Default.

**Transparency:**

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and Commercially Sensitive Information, the content of this Framework Agreement is not Confidential Information. CCS shall 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 shall have the final decision in its absolute discretion.
  2. Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for CCS to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and Commercially Sensitive Information redacted), including any changes to this Framework Agreement agreed from time to time.
  3. The Supplier shall assist and cooperate with CCS to enable CCS to publish this Framework Agreement.

**Freedom of Information:**

* 1. The Supplier acknowledges that CCS is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
     1. provide all necessary assistance and cooperation as reasonably requested by CCS to enable CCS to comply with its Information disclosure obligations under the FOIA and EIRs in relation to this Framework Agreement and the Call-Off Contracts entered into under it;
     2. transfer to CCS all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
     3. provide CCS with a copy of all Information belonging to CCS requested in the Request for Information which is in the Supplier’s possession or control in the form that CCS requires within five (5) Working Days (or such other longer period as CCS may reasonably specify) of CCS's request for such Information; and
     4. not respond directly to a Request for Information unless authorised in writing to do so by CCS.
  2. The Supplier acknowledges that CCS may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. CCS shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State’s Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, CCS shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**Protection of Personal Data:**

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor unless otherwise specified in Framework Schedule 14 (Processing, Personal Data and Data Subjects). The only Processing that the Supplier is authorised to do is listed in Framework Schedule 14 (Processing, Personal Data and Data Subjects) by CCS and may not be determined by the Supplier.
  2. The Supplier shall notify CCS immediately if it considers that any of CCS's documented instructions infringe the Data Protection Legislation.
  3. The Supplier shall provide all reasonable assistance to CCS in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance will include:
     1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
     2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
     3. an assessment of the risks to the rights and freedoms of Data Subjects; and
     4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
  4. The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Framework Agreement:
     1. Process that Personal Data only in accordance with Framework Schedule 14 (Processing, Personal Data and Data Subjects), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify CCS before Processing the Personal Data unless prohibited by Law;
     2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, having taken account of the:
        1. nature of the data to be protected;
        2. harm that might result from a Data Loss Event;
        3. state of technological development; and
        4. cost of implementing any measures;
     3. ensure that:
        1. the Supplier Personnel do not Process Personal Data except in accordance with this Framework Agreement (and in particular Framework Schedule 14 (Processing, Personal Data and Data Subjects));
        2. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
           1. are aware of and comply with the Supplier’s duties under this Clause 17.23;
           2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
           3. 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
           4. have undergone adequate training in the use, care, protection and handling of Personal Data;
     4. not transfer Personal Data to a Restricted Country, unless the prior written consent of CCS has been obtained and the following conditions are fulfilled:
        1. CCS or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Supplier;
        2. the Data Subject has enforceable rights and effective legal remedies;
        3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist CCS in meeting its obligations);
        4. the Supplier complies with any reasonable instructions notified to it in advance by CCS with respect to the Processing of the Personal Data; and
        5. in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 17.23.4 , the Supplier shall, when requested by CCS, promptly enter into an agreement with CCS including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or CCS might require which terms shall, in the event of any conflict, take precedence over those in this Clause 17.23.4, and the Supplier shall comply with any reasonable instructions notified to it in advance by CCS with respect to the transfer of the Personal Data; and
     5. at the written direction of CCS, delete or return Personal Data (and any copies of it) to CCS on termination of this Framework Agreement unless the Processor is required by Law to retain the Personal Data.
  5. Subject to Clause 17.25, the Supplier shall notify the Controller without undue delay:
     1. and in any event within five (5) Working Days of receipt of the request if it:
        1. receives a Data Subject Request (or purported Data Subject Request);
        2. receives a request to rectify, block or erase any Personal Data;
        3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
        4. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
     2. and, where feasible, not later than 72 hours of:
        1. becoming aware of a Data Loss Event; or
        2. receiving any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Framework Agreement.
  6. The Supplier’s obligation to notify under Clause 17.24 shall include the provision of further information to CCS in phases, as details become available.
  7. Taking into account the nature of the Processing, the Supplier shall provide CCS with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 17.24 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
     1. CCS with full details and copies of the complaint, communication or request;
     2. such assistance as is reasonably requested by CCS to enable CCS to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
     3. CCS, at its request, with any Personal Data it holds in relation to a Data Subject;
     4. assistance as requested by CCS following any Data Loss Event; and
     5. assistance as requested by CCS with respect to any request from the Information Commissioner’s Office, or any consultation by CCS with the Information Commissioner's Office.
  8. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 17 (Protection of Personal Data).
  9. The Supplier shall allow for audits of its Processing activity by CCS or CCS’s designated auditor.
  10. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
  11. The Supplier shall not provide any third party with access to Personal Data without prior written notice to CCS and an opportunity for CCS to object pursuant to Clause 17.31, unless the Supplier is required to provide access by Law. If it is so required the Supplier shall promptly notify CCS before providing access unless prohibited by Law. CCS provides general written consent to the Supplier to engage those Sub-processors (including relevant details of such Sub-processor’s processing of Personal Data) as recorded in the Supplier’s Register of Key Sub-Contractors and Sub-processors as at the Framework Commencement Date provided that before allowing any Sub-processor to Process any Personal Data related to this Framework Agreement, the Supplier must:
      1. enter into a written agreement with the Sub-processor which gives effect to the terms set out in Clauses 17.20 to 17.37 (Protection of Personal Data) such that they apply to the Sub-processor; and
      2. provide CCS with such information regarding the Sub-processor as CCS may reasonably require.
  12. Where the Supplier intends to appoint a Sub-processor not identified as a Sub-processor in the Supplier’s Register of Key Sub-Contractors and Sub-processors as at the Framework Commencement Date, the Supplier shall provide not less than 30 (thirty) days’ prior written notice via email to CCS. Where CCS reasonably believes such proposed Sub-processor has, or is likely to have a materially adverse impact on:
      1. CCS’s use and enjoyment of this Framework Agreement;
      2. the commercial benefits of this Framework Agreement to CCS (including in relation to pricing and performance of the Services); and/or
      3. the balance of risks under this Framework Agreement (including the creation of new or increased potential liabilities),

CCS may, acting reasonably, object to such proposed appointment by notifying the Supplier in writing within 30 (thirty) days’ of CCS’ receipt of the Supplier’s email notice of proposed appointment. If the Parties (acting reasonably) are unable within the next 10 (ten) days to resolve CCS’ objection to its reasonable satisfaction CCS may terminate this Framework Agreement with immediate effect and without any liability by giving notice in writing to the Supplier.Where written email notice is provided to CCS under this Clause 17.31 and CCS does not object to such proposed appointment, the Supplier shall update the Supplier’s Register of Key Sub-Contractors and Sub-processors (prior to such proposed Sub-processor being appointed) and the Parties acknowledge and agree that such changes shall only apply to future Call-Off Contracts and not those already entered into between various Buyers and the Supplier.

* 1. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
  2. CCS may, at any time on not less than thirty (30) Working Days’ notice, revise these Clauses 17.20 to 17.37 (Protection of Personal Data) by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Framework Agreement).
  3. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. CCS may on not less than 30 Working Days’ notice to the Supplier amend this Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
  4. Without prejudice to the foregoing, the Parties acknowledge that in performing its obligations under this Framework Agreement, the Supplier will from time to time collect and Process on an incidental basis limited amounts of Personal Data of CCS (for example names and business contact details of points of contact at CCS) (“**CRM Personal Data**”) for the purpose of performing its obligations under this Framework Agreement. The Supplier shall, when Processing such CRM Personal Data, do so as a Data Controller and shall ensure that it fully complies with its obligations under the Data Protection Legislation.
  5. In respect of such CRM Personal Data, the Supplier shall:
     1. ensure that it has all necessary notices and consents in place to enable it to Process the CRM Personal Data;
     2. provide full information, in the form of a suitable privacy policy, to any Data Subject whose CRM Personal Data may be processed by the Supplier under this Framework Agreement, concerning the nature such processing;
     3. not, by its acts or omissions, place CCS in breach of the Data Protection Legislation; and
     4. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the CRM Personal Data.
  6. The Supplier shall not Process CRM Personal Data for any purposes other than those set out in this Framework Agreement.

1. **PUBLICITY AND BRANDING**
   1. Subject to Clause 19 (Marketing), the Supplier shall not:
      1. make any press announcements or publicise this Framework Agreement in any way; or
      2. use CCS's name or brand in any promotion or marketing or announcement of Orders,
      3. without Approval (the decision of CCS to Approve or not shall not be unreasonably withheld or delayed).
   2. Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.
   3. CCS shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon CCS, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
2. **MARKETING**
   1. The Supplier shall undertake marketing of this Framework Agreement and the Services on behalf of CCS to Other Buyers in accordance with the provisions of Framework Schedule 10 (Marketing).
   2. The Supplier shall obtain CCS's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of CCS within one (1) Month of receipt of such notice, CCS shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.
3. **LIABILITY AND INSURANCE**
4. **LIABILITY**
   1. Neither Party excludes or limits its liability for:
      1. death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
      2. bribery or Fraud by it or its employees; or
      3. any liability to the extent it cannot be excluded or limited by Law.
   2. The Supplier’s liability in respect of the indemnities in Clause 15.6 (Income Tax and National Insurance Contribution) and Clause 16.6 (IPR Indemnity), shall be unlimited.
   3. Subject to Clauses 20.1 and 20.2, the Supplier's aggregate liability in respect of Losses arising from breach of the Data Protection Legislation that is caused by the Supplier’s Default(s) occurring in each and any Contract Year shall in no event exceed in aggregate ten million pounds (£10,000,000).
   4. Subject to Clauses 20.1, 20.2 and 20.3, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement in each Contract Year as a result of Defaults or default of CCS shall in no event exceed two hundred thousand pounds (£200,000) in each such Contract Year.
   5. Subject to Clauses 20.1, 20.2 and 20.3 and Clause 20.6, neither Party shall be liable to the other Party for any:
      1. indirect, special or consequential Loss; and/or
      2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
   6. Notwithstanding Clause 20.5 but subject to Clauses 20.3 and 20.4, the Supplier acknowledges that CCS may, amongst other things, recover from the Supplier the following Losses incurred by CCS to the extent that they arise as a result of a Default by the Supplier:
      1. any Management Charge which is due and payable to CCS;
      2. any additional operational and/or administrative costs and expenses incurred by CCS, including costs relating to time spent by or on behalf of CCS in dealing with the consequences of the Default;
      3. any compensation or interest paid to a third party by CCS; and/or
      4. any fine or penalty incurred by CCS pursuant to Law and any costs incurred by CCS in defending any proceedings which result in such fine or penalty.
   7. Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
   8. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 20 shall not limit the Supplier’s liability to a Buyer 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.

**Notice and conduct of Claims:**

* 1. If a Beneficiary is notified of a Claim then it must notify the Provider as soon as reasonably practical and no later than 10 Working Days.
  2. At the Provider’s cost and expense the Beneficiary must both:
     1. allow the Provider to conduct all negotiations and proceedings to do with a Claim; and
     2. give the Provider reasonable assistance with the Claim if requested.
  3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Provider which cannot be unreasonably withheld or delayed.
  4. The Provider must consider and defend the Claim diligently using competent legal advisors and in a way that doesn’t damage the Beneficiary’s reputation.
  5. The Provider must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
  6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
  7. If the Provider pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Provider the lesser of either:
     1. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
     2. the amount the Provider paid the Beneficiary for the Claim.

1. **INSURANCE**
   1. The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call-Off Contract in accordance with Schedule 11 (Insurance Requirements).
   2. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call-Off Contracts.
2. **TERMINATION AND SUSPENSION**
3. **CCS TERMINATION RIGHTS**

**Termination on Material Default:**

* 1. CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier if:
     1. CCS becomes aware that, at the time of the award of this Framework Agreement, the Supplier ought to have been excluded from the procurement procedure under Regulation 57 of the Regulations;
     2. CCS becomes aware that this Framework Agreement should not have been awarded to the Supplier due to a serious infringement of the obligations under the Treaties and Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union;
     3. this Framework Agreement has been substantially amended to the extent that the Regulations require a new procurement procedure;
     4. a Buyer terminates a Call-Off Contract for the Supplier’s breach of that Call-Off Contract;
     5. an Audit reveals that the Supplier has underpaid an amount equal to or greater than twenty five per cent (25%) of the Management Charge due;
     6. CCS expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
        1. Clause 12.4.2 (Variation Procedure);
        2. Clauses 17.5 to 17.14 (Confidentiality);
        3. Clause 29 (Prevention of Fraud and Bribery);
        4. Clause 25 (Compliance)
        5. Clause 30 (Conflicts of Interest);
        6. paragraph 6.2 (MI Default) of Framework Schedule 8 (Management Information); and/or
        7. anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
     7. the Supplier commits a Default of any of the following Clauses or Framework Schedules:
        1. Clause 5 (Representations and Warranties);
        2. Clause 7 (Framework Agreement Performance);
        3. Clause 11 (Records and Audit Access);
        4. Clause 13 (Management Charge);
        5. Clause 14 (Promoting Tax Compliance);
        6. Clause 15 (Supply Chain Rights and Protection);
        7. Clauses 17.1 to 17.4 (Provision of Management Information);
        8. Clauses 17.18 and 17.19 (Freedom of Information); and/or
        9. Clauses 17.20 to 17.37 (Protection of Personal Data);
     8. the Supplier commits any material Default which is not, in the reasonable opinion of CCS, capable of remedy; and/or
     9. the Supplier commits a Default, including a material Default, which in the opinion of CCS is remediable but has not remedied such Default to the satisfaction of CCS within twenty (20) Working Days, or such other period as may be specified by CCS, after issue of a written notice from CCS to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of CCS,

and this Framework Agreement shall terminate on the date specified in the Termination Notice.

**Termination on Insolvency:**

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

**Termination on Change of Control:**

* 1. The Supplier shall notify CCS immediately the Supplier undergoes a Change of Control and provided this does not contravene any Law, shall notify CCS immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:
     1. being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
     2. where no notification has been made, the date that CCS becomes aware of the Change of Control,

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

**Termination Without Cause:**

* 1. CCS shall have the right to terminate all or any part of this Framework Agreement with effect from any time following six (6) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

**Partial Termination:**

* 1. Where CCS has the right to terminate this Framework Agreement, CCS is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 22.5 provided always that, if CCS elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in CCS’s reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.
  2. The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 12 (Variation Procedure) including the effect that the partial termination may have on the provision of any other Services and the Framework Prices provided that:
     1. the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Buyer’s termination rights under Clause 22 (CCS Termination Rights) with the exception of Clause 22.40 (Termination Without Cause); and
     2. the Supplier shall not be entitled to reject the variation.

1. **SUSPENSION OF SUPPLIER'S APPOINTMENT**
   1. If CCS is entitled to terminate this Framework Agreement pursuant to Clause 22 (CCS Termination Rights), CCS may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call-Off Contract during the period specified in CCS’s notice.
   2. Any suspension under Clause 23.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to CCS.
   3. The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call-Off Contracts concluded prior to the suspension notice.
   4. If CCS provides notice to the Supplier in accordance with this Clause 23.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by CCS in writing from time to time.
   5. For the avoidance of doubt, no period of suspension under this Clause 23 shall result in an extension of the Framework Period.

**Supplier Financial Instability:**

* 1. If during the Framework Period (including any Extension Framework Period) the Supplier’s Dun and Bradstreet score for financial stability falls below the required threshold by CCS as set out in the Invitation to Tender, CCS reserves the right to immediately suspend the Supplier’s appointment to this Framework Agreement. Such suspension will remain in force until the Supplier’s Dun and Bradstreet score for financial stability is restored to or above the threshold required by CCS as set out in the Invitation to Tender or the Supplier has provided assurance of its continuing financial stability to CCS’s reasonable satisfaction.

1. **CONSEQUENCES OF EXPIRY OR TERMINATION**
   1. Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 24.
   2. Termination or expiry of this Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call-Off Contract and the Supplier shall continue to pay any Management Charge due to CCS in relation to such Call-Off Contracts, notwithstanding the termination or expiry of this Framework Agreement.
   3. Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to CCS any and all of CCS’s Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by CCS, and any other information and all copies thereof owned by CCS, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by CCS and is reasonably necessary for such compliance).
   4. Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
   5. Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
      1. Clauses 1 (Definitions and Interpretation), 5 (Representations and Warranties), 7 (Framework Agreement Performance), 11 (Records and Audit Access), 13 (Management Charge), 15.6 (Income Tax and National Insurance Contributions), 16 (Intellectual Property Rights), 17 (Call-Off Contract Provision and Protection of Information), 20 (Liability), 21 (Insurance), 24 (Consequences of Expiry or Termination), 25 (Compliance), 27 (Waiver and Cumulative Remedies), 29 (Prevention of Fraud and Bribery), 31 (Severance), 33 (Entire Agreement), 34 (Third Party Rights), 35 (Notices), 36 (Complaints Handling), 37 (Dispute Resolution) and 38 (Governing Law and Jurisdiction); and
      2. Framework Schedules 2 (Services), 3 (Framework Prices and Charging Structure), 7 (Framework Management), 8 (Management Information), 9 (Annual Self Audit Certificate), 11 (Insurance Requirements), 12 (Commercially Sensitive Information) and 13 (Tender).
2. **MISCELLANEOUS AND GOVERNING LAW**
3. **COMPLIANCE**

**Compliance with Law:**

* 1. The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.
  2. In the event that the Supplier or the Supplier Personnel fails to comply with Clause 25.1, this shall be deemed to be a material Default and CCS reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

**Equality and Diversity:**

* 1. The Supplier shall:
     1. perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:
        1. all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
        2. any other requirements and instructions which CCS reasonably imposes in connection with any equality obligations imposed on CCS at any time under applicable equality Law;
     2. take all necessary steps, and inform CCS of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

**Official Secrets Act and Finance Act:**

* 1. The Supplier shall comply with the provisions of:
     1. the Official Secrets Acts 1911 to 1989; and
     2. section 182 of the Finance Act 1989.

1. **ASSIGNMENT AND NOVATION**
   1. The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.
   2. CCS may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:
      1. any Other Buyer; or
      2. any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by CCS; or
      3. any private sector body which substantially performs the functions of CCS,

and the Supplier shall, at CCS’s request, enter into a novation agreement in such form as CCS shall reasonably specify in order to enable CCS to exercise its rights pursuant to this Clause 26.2.

* 1. A change in the legal status of CCS such that it ceases to be a Buyer shall not, subject to Clause 26.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to CCS.
  2. If CCS assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Buyer or if a body which is not a Buyer succeeds CCS (both “**Transferee**” in the rest of this Clause 26.4) the right of termination of CCS in Clause 22.2 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 22.2 (Termination on Insolvency)) and to Supplier in the definition of Insolvency Event were references to the Transferee.

1. **WAIVER AND CUMULATIVE REMEDIES**
   1. The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 35 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.
   2. Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.
2. **RELATIONSHIP OF THE PARTIES**
   1. Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.
3. **PREVENTION OF FRAUD AND BRIBERY**
   1. The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:
      1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
      2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
   2. The Supplier shall not during the Framework Period:
      1. commit a Prohibited Act; and/or
      2. do or suffer anything to be done which would cause CCS or any of CCS’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
   3. The Supplier shall during the Framework Period:
      1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
      2. have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
      3. take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017;
      4. keep appropriate records of its compliance with its obligations under Clause 29.3.1 and make such records available to CCS on request;
      5. if so required by CCS, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to CCS, the compliance with this Clause 29.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as CCS may reasonably request; and
      6. have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to CCS on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
   4. Unless prohibited by applicable Law, the Supplier shall immediately notify CCS in writing if it becomes aware of any breach of Clause 29.1, or has reason to believe that it has or any of the Supplier Personnel has:
      1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
      2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
      3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
   5. If the Supplier makes a notification to CCS pursuant to Clause 29.4, the Supplier shall respond promptly to CCS's enquiries, co-operate with any investigation, and allow CCS to audit any books, records and/or any other relevant documentation in accordance with Clause 11 (Records and Audit Access).
   6. If the Supplier breaches Clause 29.1, CCS may by notice:
      1. require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier’s breach; or
      2. immediately terminate this Framework Agreement for material Default.
   7. Any notice served by CCS under Clause 29.6 shall specify the nature of the Prohibited Act the identity of the Party who CCS believes has committed the Prohibited Act and the action that CCS has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).
4. **CONFLICTS OF INTEREST**
   1. The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of CCS) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to CCS and Other Buyers under the provisions of this Framework Agreement or any Call-Off Contract.
   2. Promptly upon becoming aware the Supplier shall notify and provide full particulars to CCS or the relevant Other Buyer if such conflict referred to in Clause 30.1 arises or may reasonably have been foreseen as arising.
   3. CCS reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of CCS, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to CCS under the provisions of this Framework Agreement or any Call-Off Contract. The action of CCS pursuant to this Clause 36 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to CCS.
5. **SEVERANCE**
   1. If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
   2. In the event that any deemed deletion under Clause 31.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
   3. If the Parties are unable to resolve any Dispute arising under this Clause 31 within twenty (20) Working Days of the date of the notice given pursuant to Clause 31.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 31.
6. **FURTHER ASSURANCES**
   1. Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.
7. **ENTIRE AGREEMENT**
   1. This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
   2. Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
   3. Nothing in this Clause 33 shall exclude any liability in respect of misrepresentations made fraudulently.
8. **THIRD PARTY RIGHTS**
   1. The provisions of:
      1. Clauses: 3 (Scope of Framework Agreement), 4 (Call-Off Procedure), 5 (Representations and Warranties), 9 (Call-Off Performance Under Framework Agreement Performance), 11 (Records and Audit Access), 17.20 (Protection of Personal Data), 21 (Insurance), 25.3 (Equality and Diversity) and 34 (Third Party Rights); and
      2. Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call-Off Procedure), 11 (Insurance Requirements) and 13 (Tender),

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

* 1. Subject to Clause 34.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.
  2. No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as CCS may determine.
  3. Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 34.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
  4. CCS may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

1. **NOTICES**
   1. Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 35, an email is accepted as being "**in writing**".
   2. Subject to Clause 35.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

|  |  |  |
| --- | --- | --- |
| Manner of Delivery | Deemed time of delivery | Proof of Service |
| Email (Subject to Clause 35.3). | 9.00am on the first Working Day after sending. | Sent to the correct email address without any error message. |
| Personal delivery. | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt. |

* 1. The following notices may only be served as an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid next Working Day, service providing proof of delivery in the manner set out in the table in Clause 35.2:
     1. any Termination Notice under Clause 22 (CCS Termination Rights), including in respect of partial termination; and
     2. any notice in respect of:
        1. suspension of Supplier’s appointment (Clause 23);
        2. waiver (Clause 27);
        3. Dispute Resolution (Clause 37); and
        4. Default or default of CCS.
  2. Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 35.3 shall invalidate the service of the related email transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 35.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.
  3. For the purposes of this Clause 35, the address of each Party shall be:

For CCS:

|  |  |
| --- | --- |
| Addressee: | Crown Commercial Service |
| Address: | Rosebery Court, St Andrew’s Business Park, Norwich, NR7 0HS |
| For the attention of: | The CLOUD COMPUTE Framework Manager |

For the Supplier:

|  |  |
| --- | --- |
| Addressee: | *[REDACTED]* |
| Address: | *[REDACTED]* |
| For the attention of: | *[REDACTED]* |

* 1. Either Party may change its address for service by serving a notice in accordance with this Clause 35.
  2. This Clause 35 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than a notice served under Clause 37).

1. **COMPLAINTS HANDLING**
   1. Either Party shall notify the other Party of any Complaints made by Other Buyers, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.
   2. Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call-Off Contract), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call-Off Contract, the Supplier shall use its reasonable endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
   3. Within five (5) Working Days of a request by CCS, the Supplier shall provide full details of a Complaint to CCS, including details of steps taken to achieve its resolution.
2. **DISPUTE RESOLUTION**
   1. In the event of a Dispute arising out of or in connection with this Framework Agreement senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written notice from the Party raising the Dispute, meet in good faith to resolve the Dispute.
   2. If the Dispute is not resolved at the meeting described in Clause 37.1, the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clauses 37.3 to 37.5.
   3. Unless CCS refers the Dispute to arbitration under Clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
      1. determine the Dispute;
      2. grant interim remedies; and
      3. grant any other provisional or protective relief.
   4. The Supplier agrees that CCS has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
   5. CCS may refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 37.3, unless CCS has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties shall do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 37.4.
   6. The Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.
3. **GOVERNING LAW AND JURISDICTION**
   1. This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
   2. Subject to Clause 37 (Dispute Resolution) (including CCS’s right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

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

Signed duly authorised for and on behalf of the SUPPLIER

Signature: [**REDACTED]**

Name: [**REDACTED]**

Position: [**REDACTED]**

Date [**REDACTED]**

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

Signed for and on behalf of CCS

Signature: [**REDACTED]**

Name: [**REDACTED]**

Position: [**REDACTED]**

Date [**REDACTED]**

**FRAMEWORK SCHEDULE 1: DEFINITIONS**

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

|  |  |
| --- | --- |
| Admin Fees | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS at the following link: [http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees](http://gps.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees); |
| Affiliates | means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| Applicability Matrix | means the matrix set out in Annex 2 (Applicability Matrix) to the relevant Order Form for a particular Call-Off Contract; |
| Approval | 1. means the prior written consent of CCS and "Approve" and "Approved" shall be construed accordingly; |
| Audit | 1. means an audit carried out pursuant to Clause 11 (Records and Audit Access); |
| Audit Report | 1. means a report summarising the testing completed and the actions arising following an Audit; |
| Auditor | 1. means CCS, and/or Other Buyer who is a party to a Call-Off Contract, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them; |
| Beneficiary | means a Party having (or claiming to have) the benefit of an indemnity under this Framework Agreement; |
| Branding Guidance | 1. means CCS's guidance in relation to the use of branding available at <http://ccs.cabinetoffice.gov.uk/i-am-supplier/supplier-resources>; |
| Buyer Content | means the data (together with any databases) including any Personal Data, content, materials, information and software which are controlled, uploaded or otherwise transferred by or on behalf of the relevant Buyer under the relevant Call-Off Contract to the relevant environments hosted by or on behalf of the Supplier pursuant to the Services including any derivative data that is generated in the relevant environments but excluding metadata where and to the extent such metadata:   1. is generated by the Supplier's Services under the relevant Call-Off Contract solely for administrative and/or service maintenance purposes; 2. is not under the control of the relevant Buyer; and 3. does not contain any Personal Data; |
| Buyers | means bodies listed in paragraph VI.3 of the OJEU Notice and “Buyer” shall be construed accordingly; |
| Buyer User | means any permitted users of the Services under a Call-Off Contract in addition to the Buyer as specified in the relevant Order Form or as otherwise agreed in writing between the Buyer and the Supplier; |
| Call-Off Contract | means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Buyer and the Supplier pursuant to Framework Schedule 5 (Call-Off Procedure); |
| Call-Off Procedure | means the process for awarding a Call-Off Contract pursuant to Clause 4 (Call-Off Procedure) and Framework Schedule 5 (Call-Off Procedure); |
| Catalogue | means the document which includes the Supplier’s description of the Services, as submitted to CCS under this Framework Agreement and made available to Buyers to enable them to place an Order for Services in accordance with the provisions of Framework Schedule 5 (Call-Off Procedure); |
| CCS Representative | means the representative appointed by CCS from time to time in relation to this Framework Agreement; |
| CCS’s Confidential Information | means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of CCS and/or Other Buyers, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential; |
| CEDR | 1. means the Centre for Effective Dispute Resolution; |
| Central Government Body | 1. means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 2. Government Department; 3. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 4. Non-Ministerial Department; or 5. Executive Agency; |
| Change in Law | 1. means any change in Law which impacts on the supply of the Services and performance of Call-Off Contracts which comes into force after the Framework Commencement Date; |
| Change of Control | 1. means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| Charges | 1. means the charges raised under or in connection with a Call-Off Contract from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure; |
| Charging Structure | 1. means the structure to be used in the establishment of the charging model which is applicable to each Call-Off Contract, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure); |
| Claim | means any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Framework Agreement; |
| Commercially Sensitive Information | means the Supplier’s Confidential Information listed in Framework Schedule 12 (Commercially Sensitive Information) comprised of commercially sensitive information relating to the Supplier, its IPR or its business or information which the Supplier has indicated to CCS that, if disclosed by CCS, would cause the Supplier significant commercial disadvantage or material financial loss. For the avoidance of doubt this does not include the Supplier’s Standard Price List; |
| Comparable Supply | the supply of services to another customer of the Supplier that are the same or similar to any of the Services; |
| Complaint | means any formal written complaint raised by a Buyer in relation to the performance of this Framework Agreement or any Call-Off Contract in accordance with Clause 36 (Complaints Handling); |
| Confidential Information | means CCS's Confidential Information and/or the Supplier's Confidential Information, as the context requires; |
| Contract Year | means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof; |
| Control | means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |
| Controller | has the meaning given to it in the GDPR; |
| Crown Body | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| CRTPA | means the Contracts (Rights of Third Parties) Act 1999; |
| Data Loss Event | means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach; |
| Data Protection Impact Assessment | means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| Data Protection Legislation | means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |
| Data Protection Officer | has the meaning given to it in the GDPR; |
| Data Subject | has the meaning given to it in the GDPR; |
| Data Subject Request | means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| Default | means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to CCS; |
| Direct Award Criteria | means the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Part A of Framework Schedule 6 (Award Criteria); |
| Dispute | means any claim, dispute or difference arises out of or in connection with this Framework Agreement (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this Framework Agreement, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 16.1 (Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to Clause 37; |
| DOTAS | means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992; |
| DPA 2018 | means the Data Protection Act 2018; |
| Environmental Information Regulations or EIRs | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations; |
| Extension Framework Period | means such period or periods up to a maximum of two (2) years in total as may be specified by CCS pursuant to Clause 6 (Framework Period); |
| FOIA | means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Framework | means the framework arrangements established by CCS for the provision of the Services to Buyers by suppliers (including the Supplier) pursuant to the OJEU Notice; |
| Framework Agreement | means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same; |
| Framework Commencement Date | means 05/05/2021; |
| Framework Discount | means the discount which is applied to the Supplier’s Standard Price List to calculate the Framework Prices, as described in Framework Schedule 3 (Framework Prices and Charging Structure); |
| Framework Execution Date | means the date of execution of this Framework Agreement; |
| Framework Period | means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement; |
| Framework Prices | means the maxima prices applicable to the provision of Services, and calculated by applying the Framework Discount to the Supplier’s Standard Price List, as described in Framework Schedule 3 (Framework Prices and Charging Structure); |
| Framework Schedules | means the schedules to this Framework Agreement; |
| Framework Suppliers | means the suppliers (including the Supplier) appointed under framework agreements as part of the Framework; |
| Fraud | means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery; |
| Further Competition Award Criteria | means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria); |
| Further Competition Procedure | means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call-Off Procedure); |
| GDPR | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| General Anti-Abuse Rule | means 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 | means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| Good Industry Practice | means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| Government | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| Government Discount | means any discount available to the Buyer under clause 1.4 of Framework  Schedule 3; |
| Halifax Abuse Principle | means the principle explained in the CJEU Case C-255/02 Halifax and others; |
| Holding Company | shall have the meaning given to it in section 1159 of the Companies Act 2006; |
| Information | has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time; |
| Information Assurance | means the confidence that information systems will protect the information they handle and will function as they need to, when they need to, under the control of legitimate users; |
| Insolvency Event | means, in respect of the Supplier:   * 1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;   2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);   3. 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;   4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;   5. 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;   6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;   7. 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;   8. where the Supplier is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or   9. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction; |
| Initial Framework Period | means the period from the Framework Commencement Date until its second anniversary; |
| Intellectual Property Rights or IPR | means:   * 1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, trade secrets and other rights in Confidential Information;   2. 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   3. all other rights having equivalent or similar effect in any country or jurisdiction; |
| Invitation to Tender | has the meaning given to it in the recitals to this Framework Agreement; |
| IPR Claim | means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to CCS in the fulfilment of its obligations under this Framework Agreement; |
| Key Sub-Contractor | means a third party which performs a critical role in the provision of all or part of the Services, each as recorded in the Supplier’s Register of Key Sub-Contractors and Sub-processors; |
| Know-How | means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Framework Commencement Date; |
| Law | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply; |
| LED | means the Law Enforcement Directive (Directive (EU) 2016/680); |
| Losses | means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly; |
| Management Charge | means the sum payable by the Supplier to CCS being an amount equal to one per cent (1%) of all Charges for the Services invoiced to the Buyers by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call-Off Contracts entered pursuant to this Framework Agreement; |
| Management Information or MI | means the management information specified in Framework Schedule 8 (Management Information); |
| MI Default | has the meaning given to it in paragraph 6.1 of Framework Schedule 8 (Management Information); |
| MI Failure | means when an MI report:   * 1. contains any material errors or material omissions or a missing mandatory field; or   2. is submitted using an incorrect MI reporting Template; or   3. is not submitted by the reporting date(including where a Nil Return should have been filed); |
| MI Report | means a report containing Management Information submitted to CCS in accordance with Framework Schedule 8 (Management Information); |
| MI Reporting Template | means the form of report set out in Annex 1 (MI Reporting Template) to Framework Schedule 8 (Management Information) setting out the information the Supplier is required to supply to CCS; |
| Month | means a calendar month and "Monthly" shall be interpreted accordingly; |
| Nil Return | has the meaning given to it in paragraph 3.3 of Framework Schedule 8 (Management Information); |
| Occasion of Tax Non –Compliance | 1. means where:    1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:       1. 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;       2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or    2. any tax return of the Supplier submitted to the Relevant Authority on or after 1 October 2012 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 Call-Off Commencement Date or to a civil penalty for fraud or evasion; |
| OJEU Notice | has the meaning given to it in Recital A; |
| Order | means an order for the provision of Services placed by a Buyer with the Supplier under a Call-Off Contract; |
| Order Form | mean an Order Form completed by the Buyer to place an Order under a Call-Off Contract; |
| Other Buyers | means all Buyers except CCS and “Other Buyer” shall be construed accordingly; |
| Parent Undertaking | has the meaning given to in Section 1162 of the Companies Act 2006; |
| Party | means CCS or the Supplier and "Parties" shall mean both of them; |
| Personal Data | Personal Data has the meaning given to it in the GDPR; for the purposes of Processing under this Framework Agreement it further means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by CCS to the Supplier; |
| Personal Data Breach | has the meaning given to it in the GDPR; |
| Processing | has the meaning given to it in the GDPR and “Process” and “Processed” shall be interpreted accordingly; |
| Processor | 1. has the meaning given to it in the GDPR; |
| Product Terms | means the relevant Supplier terms and conditions, which apply to a particular cloud service product provided under a Call-Off Contract, as set out or referred to in Attachment 1 (Service Descriptions and Product Terms) to the Order Form for that Call-Off Contract as may be amended from time to time strictly in accordance with the terms of that Call-Off Contract; |
| Prohibited Act | means:   * 1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer and/or CCS a financial or other advantage to:      1. induce that person to perform improperly a relevant function or activity; or      2. reward that person for improper performance of a relevant function or activity;   or   * 1. committing any offence:      1. under the Bribery Act 2010;      2. under legislation creating offences concerning Fraud;      3. at common law concerning Fraud; or      4. committing (or attempting or conspiring to commit) Fraud; |
| Protective Measures | means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; |
| Provider | means a Party from whom an indemnity or a right to be defended (as applicable) is sought under this Framework Agreement; |
| Regulations | means the Public Contracts Regulations 2015 (as amended) and/or the Public Contracts (Scotland) Regulations 2015 (as amended) (as the context requires) as amended from time to time; |
| Relevant Person | means any employee, agent, servant, or representative of CCS, or of any Other Buyer or other public body; |
| Relevant Requirements | means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010; |
| Relevant Tax Authority | means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is required to submit a tax return; |
| Reporting Date | means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties; |
| Requests for Information | means a request for information relating to this Framework Agreement or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs; |
| Restricted Country | means any country which is not (i) a member of the European Economic Area; (ii) the United Kingdom; (iii) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR; |
| Self Audit Certificate | means the certificate in the form as set out in Framework Schedule 9 (Annual Self Audit Certificate) to be provided to CCS in accordance with Clause 11 (Records and Audit Access); |
| Service Request | means a request for Services submitted by or on behalf of the Buyer and/or any Buyer User via the Supplier Portal in accordance with the procedure for requesting Services set out in the Order Form; |
| Services | means the services described in Framework Schedule 2 (Services) which the Supplier shall make available to Buyers and as described in more detail in the Supplier’s Catalogue; |
| Service Level Agreement or SLA | means the Supplier’s relevant service level terms and conditions which apply to a particular cloud service product provided as part of the Services under a Call-Off Contract, as set out or referred to in Attachment 2 (Service Level Agreement(s)) to the relevant Order Form for that Call-Off Contract as may be modified from time to time strictly in accordance with the terms of the relevant Call-Off Contract; |
| Services Requirements | means the requirements of CCS or any Other Buyer (as appropriate) for the Services from time to time; |
| Specific Change in Law | means a Change in Law that relates specifically to the business of CCS and which would not affect a Comparable Supply; |
| Standards | means:   * 1. any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;   2. any standards detailed in the specification in Framework Schedule 2 (Services);   3. any standards detailed by the Buyer in the Call-Off Contract following a Further Competition Procedure or agreed between the Parties from time to time;   4. any relevant Government codes of practice and guidance applicable from time to time; |
| Standard Contractual Clauses | means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission; |
| Statement of Requirements | means a statement issued by CCS or any Other Buyer detailing its Services Requirements issued in accordance with the Call-Off Procedure; |
| Sub-Contract | means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof; |
| Sub-Contractor | means any third party engaged by the Supplier from time to time under a Sub-Contract; |
| Sub-processor | 1. means any third party appointed as at the Framework Commencement Date (and any additional third party appointed strictly in accordance with Clause 17.31) to process Personal Data on behalf of the Processor related to this Framework Agreement as recorded in the Supplier’s Register of Key Sub-Contractors and Sub-processors, including those Key Sub-Contractors identified as a sub-processor; |
| Supplier | means the person, firm or company stated in the preamble to this Framework Agreement; |
| Supplier Personnel | means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor’s servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts; |
| Supplier Representative | means the representative appointed by the Supplier from time to time in relation to this Framework Agreement; |
| Supplier's Confidential Information | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, except for any information published in the Supplier’s Catalogue; |
| Supplier Portal | means the online portal provided by the Supplier as part of the Services under a Call-Off Contract through which Buyers may at any time:   * 1. submit requests for Services in accordance with the Service Request procedure set out in the relevant Call-Off Contract;   2. monitor in real time consumption of Services and associated Charges incurred;   3. configure the Services subject to any agreed parameters set out or referred to in the relevant Order Form;   4. extract and/or destroy copies of any Buyer Content; and   5. inspect and review a complete and accurate history of all Services consumed and all associated Charges incurred under this Framework Agreement; |
| Supplier General Terms | means the Supplier’s:   * 1. acceptable use policy which governs a Buyer’s and Buyer User’s access and use of the Services to the Template Order Form; and   2. data processing agreement which in addition to the Template Call-Off Terms governs the Supplier’s processing of Personal Data and related security measures and standards which the Supplier shall comply with under each Call-Off Contract in respect of the Services,   each as set out in Attachment 7 (Supplier’s Acceptable Use Policy) and Attachment 8 (Data Processing Agreement) respectively to the Template Order Form; |
| Supplier Service Specific Terms | * 1. the:SLA;   and   * 1. the Product Terms; |
| Supplier Terms | 1. means the:    1. Supplier General Terms;    2. and    3. Supplier Service Specific Terms; |
| Supplier’s Register of Key Sub-Contractors and Sub-processors | 1. means the register of Key Sub-Contractors and Sub-processors described in Clause 15.1 effective as of the Framework Commencement Date and as updated from time to time by the Supplier in accordance with this Framework Agreement and made available to Buyers via the following URL [Please insert the URL. Please be advised that you can publish the list in Basware and use the associated URL;] |
| Supplier’s Standard Price List | 1. means the Supplier’s standard prices applicable to the Services to which the Framework Discount is applied to calculate the Framework Prices, in accordance with Framework Schedule 3 (Framework Prices and Charging Structure) at the Framework Commencement Date); |
| Template Call-Off Terms | 1. means the template call-off terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms); |
| Template Order Form | 1. means the template order form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms); |
| Tender | 1. has the meaning given to it in Recital C of this Framework Agreement; |
| Termination Notice | 1. means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement on a specified date and setting out the grounds for termination; |
| Variation | 1. has the meaning given to it in Clause 12.1 (Variation Procedure); |
| Variation Procedure | means the procedure for carrying out a Variation as set out in Clause 12 (Variation Procedure); |
| VAT | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| Working Days | means any day other than a Saturday, Sunday or public holiday in England and Wales. |

**FRAMEWORK SCHEDULE 2: SERVICES**

1. **GENERAL**
   1. The purpose of this Framework Schedule 2 (Services) is to set out the intended scope of the Services that the Supplier will be required to make available to all Buyers under this Framework Agreement and to provide a description of what the Services are together with any specific Standards applicable to the Services.
   2. The Services and any Standards set out in paragraph 2.8 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call-Off Procedure)) by a Buyer during a Further Competition Procedure to reflect its Services Requirements for entering a particular Call-Off Contract.
   3. Where references are made within this Framework Schedule 2 (Services) to equivalents of specific Standards the Supplier shall provide on request to CCS and/or a Buyer a written statement concisely describing how the Supplier’s equivalent standard satisfies (or exceeds) the relevant Standard within five (5) Working Days of the request.
2. **SPECIFICATION**

**Summary**

* 1. **Account Management** - The Supplier shall provide a named Framework account manager for regular communications and management of this Framework Agreement. The Supplier shall also provide Buyers with a single point of contact if required. This single point of contact shall be a named person (the Call-Off Contract account manager). The account manager will be required to perform:
     1. query management;
     2. issue resolution;
     3. ensuring quotations responsiveness; and
     4. handling complaints and Buyer feedback.
  2. The Supplier shall have in place processes for resolution of invoicing queries with defined acknowledgment times and resolution timescales.
  3. **Market Developments** - The Supplier shall keep CCS informed of any developments, events and/or issues that will have an impact on the costs of the Services to be provided under this Framework Agreement. This will form part of Supplier review meetings which will take place as appropriate and as decided by CCS. More urgent developments will require communication from the Supplier without undue delay.
  4. The Supplier shall comply with all applicable Laws, the Standards and apply strategies when supplying the Services under this Framework Agreement and Call-Off Contracts. "strategies" is not a defined term but should be construed as any strategies which could reasonably be considered applicable in the context of this requirement, for example Greening government: ICT and digital services strategy 2020-2025 (https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025)
  5. **Corporate Social Responsibility** (“**CSR**”) – The Supplier shall demonstrate CSR credentials, both domestically and globally, specifically adhering to UK and International legislation and conforming to the principles and subjects addressed in ISO 26000.
  6. **Labour standards in the supply chain** - CCS and Buyers expect that Framework Suppliers will address and manage the risk of labour standards violations in the supply chain. The Supplier shall be aware of and adhere to:
     1. where applicable, the International Labour Organization (“**ILO**”) [Forced Labour Protocol](http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_321414.pdf);
     2. where applicable,  [OECD Guidelines](http://www.oecd.org/corporate/mne/) on Conflict Minerals <http://www.oecd.org/daf/inv/mne/mining.htm>; and
     3. duties imposed on commercial organisations by the Modern Slavery Act 2015 in relation to transparency in the supply chain. [http://www.ilo.org/global/lang--en/index.htm](http://www.ilo.org/global/lang--en/index.htm%20).

Additionally, CCS requires the Supplier to have completed the Government’s modern slavery assessment tool (**“Modern Slavery Assessment Tool”** or **“MSAT”** on which more detail is available from the following link <https://supplierregistration.cabinetoffice.gov.uk/msat>) within ninety (90) days of the Framework Commencement Date.

* 1. **Security –** The Supplier shall at all times during the Framework Period and the term of any Call-Off Contract comply with the following Standards:
     1. **Information security:**
        1. ISO 27001 Information Security Management standard; and
        2. Cyber Essentials Scheme (<https://www.ncsc.gov.uk/cyberessentials/overview>).
     2. **Security policy framework:**

the principles in the Security Policy Framework at https://www.gov.uk/government/publications/security-policy-framework and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>.

* + 1. **Cloud security:**
       1. ISO 27017 Information technology — Security techniques — Code of practice for information security controls based on ISO/IEC 27002 for cloud services;
       2. ISO 27018 Information technology — Security techniques — Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors; and
       3. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles.
  1. **Procurement specific Standards**
     1. The Supplier shall at all times during the Framework Period and the term of any Call-Off Contracts comply with the following Standards:
        1. **Service Management Standards:**

BS EN ISO 9001 “**Quality Management System**” standard or equivalent.

* + - 1. **Environmental Standards:**

BS EN ISO 14001 Environmental Management System standard or equivalent.

* + - 1. **Sustainability Standards:**

2018 Best Practice Guidelines for the EU Code of Conduct on Data Centre Energy Efficiency <https://publications.jrc.ec.europa.eu/repository/bitstream/JRC110666/kjna29103enn.pdf>

* + - 1. **Artificial Intelligence (AI) Standards:**

Under Call-Off Contracts the Supplier must comply with Buyer requirements in respect of AI ethical standards, where stated.

* + 1. The Supplier shall, in addition to complying with the Standards as outlined above, comply with the standards required by Buyers as set out during the further competition.

1. **THE SERVICES**
   1. The Services comprise the use by Buyers of:
      1. computing processing power;
      2. computing capacity;
      3. development and deployment software tools on the Supplier’s remote platform, where such software tools are intrinsic to the platform and either proprietary to the Supplier or a third party (but necessarily included within the Charges); and
      4. limited associated services which are inextricable from the primary compute service but excluding services within the scope of the services referred to in paragraph 3.12 (Service Exclusions).

**Supplier Portal Requirements:**

* 1. The Supplier Portal and any related web pages to which a Buyer would need to, and could reasonably be expected to review for the purpose of receiving the Services (for example the Supplier’s Register of Key Sub-Contractors and Sub-processors, Catalogue and where and to the extent applicable to the relevant Call-Off Contract the Supplier Terms) shall comply with the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA. standard for accessibility.  The Supplier’s compliance with this requirement in turn enables CCS to comply with its own obligations under Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 in signposting and making the Services available to Buyers. If the Supplier does not comply with this standard for accessibility by the Framework Commencement Date, then the Supplier will make reasonable adjustments towards meeting the standard during the Framework Term.

**Detailed Requirements:**

* 1. Under this Framework Agreement the Supplier shall:
     1. Deliver Services as described in paragraph 3.1 above via the public internet and/or other UK government approved network and without requiring any further ICT infrastructure than a Buyer of the Services would reasonably be expected to already have access to; and
     2. Deliver Services that will comply to the NIST Definition of Cloud Computing (the “**NIST Definition**”) - <https://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>.
  2. The Services shall comply with the five essential characteristics of cloud computing, which are:
     1. **On-demand self-service**. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.
     2. **Broad network access**. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).
     3. **Resource pooling**. The provider’s computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.
     4. **Rapid elasticity**. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.
     5. **Measured service**. Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g. storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.
  3. The Supplier shall have the ability to simultaneously deliver the Services via at least both the Infrastructure-as-a-Service (“**IaaS**”) and Platform-as-a-Service (“**PaaS**”) service models as described in the NIST Definition as below:
     1. Platform as a Service (“**PaaS**”). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.3 The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.
     2. Infrastructure as a Service (“**IaaS**”). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).
  4. The Supplier is in sole control of the infrastructure and technologies that underlie its IaaS and PaaS and that these services are as normally available for consumption by the general public (“**Public Cloud Deployment Model**”).
  5. The Supplier will deliver the Services via the Public Cloud Deployment Model - although the Hybrid Cloud Model (as per the NIST Definition for “**Hybrid cloud**”) where the Public Cloud Deployment Model is at least one of the component delivery models under the Hybrid Cloud Model, is also within the scope of this Framework Agreement.
  6. The Supplier shall ensure that the Services have a minimum availability for Buyers of 99.9% of the time and that Buyers are appropriately recompensed under their Call-Off Contracts where their receipt of the Services falls below 99.9%.
  7. The Supplier shall be able to provide the Services using resources and infrastructure based primarily within the United Kingdom, where expressly required by a Buyer under a Call-Off Contract.
  8. The Supplier shall be capable of measuring and reporting on a Buyer’s consumption of the Services to a granularity of Service per hour basis with billing on this basis and supporting data available and able to be exported in a suitable and recognised data format (e.g. CSV file).
  9. The Supplier shall at least make the Services available to Buyers on a per hour PAYG basis (as appropriate for a particular Service), where no minimum contractual or volume commitments are required. For the avoidance of uncertainty, minimum stated contractual durations under Call-Off Contracts will only be permissible where there are specific term commitments with respect to specific services or volume based commitments for discounting purposes.
  10. **Service Exclusions:**

The Supplier may not offer nor supply the following to Buyers under this Framework Agreement or any Call-Off Contract:

* + 1. any software which is not inextricable from the Services or platform, i.e. widely commercially available to be purchased from the Supplier or a third party;
    2. delivery of the Services using any method which does not at least include the Public Cloud Deployment Model;
    3. access to third party products and services e.g. through online marketplaces; and/or
    4. any professional or managed services beyond the scope of enabling a Buyer to access and use the Services, for example specific configuration or design peculiar only to a Buyer which could reasonably be expected to result in the creation of new Intellectual Property Rights and any professional or managed services beyond the scope of assisting a Buyer with any offboarding support when the relevant Call-Off Contract expires or is otherwise terminated.
  1. Where any Services are offered to Buyers on a trial or preview basis then such Services must be included within the Catalogue and their details maintained as current otherwise they will be excluded from the scope of this Framework Agreement.
  2. **The Catalogue:**

Upon conclusion of this Framework Agreement, and prior to the Framework Commencement Date, CCS will confirm the required format in which the Supplier shall submit its content for the Catalogue plus related information to be hosted and made available to Buyers by CCS. The Parties will also discuss and agree the processes around submission, review and publication – to a password protected area accessible by Buyers - acknowledging the obligations on CCS to satisfy itself that the proposed content is within scope and approve such content prior to it being made available to Buyers.

**FRAMEWORK SCHEDULE 3: FRAMEWORK prices AND CHARGING STRUCTURE**

1. **GENERAL PROVISIONS**
   1. The Framework Prices calculated in accordance with Annex 1 (Calculation of Framework Prices) to this Framework Schedule 3 are the maximum Charges that the Supplier may charge to Buyers pursuant to any Call-Off Contract.
   2. The Supplier acknowledges and agrees that any prices submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call-Off Procedure) shall be equal to or lower than the Framework Prices.
   3. Prices for Services under this Framework Agreement should be comparable to the Supplier’s lowest available prices for comparable services provided by the Supplier to the UK public sector through other commercial arrangements and that are supplied on comparable terms.
   4. Where a Buyer is eligible to benefit from any Government Discount as agreed between the Supplier and the Government the Supplier shall apply this as a discount on the Framework Prices to calculate the Charges.
2. **PRICING MECHANISM FOR THE CALCULATION OF FRAMEWORK PRICES**
   1. Framework Prices shall be calculated by applying the Framework Discount to the Supplier’s Standard Price List. The Supplier’s Standard Price List and Framework Discount are specified in Table 1 in Annex 1 (Calculation of Framework Prices) to this Framework Schedule 3.
3. **STERLING AND FRAMEWORK PRICES**
   1. As prescribed in Clause 7.4 of the Call-Off Terms all Supplier invoices under a Call-Off Contract shall be expressed and paid in pounds sterling.
   2. Where, at the Framework Execution Date the Supplier’s Standard Price List expresses pricing in a currency other than sterling such Framework Prices shall be converted to pounds sterling in accordance with Table 2 in Annex 1 (Calculation of Framework Prices) to this Framework Schedule 3.
4. **CHARGES UNDER CALL-OFF CONTRACTS**
   1. For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraph 2.1 of this Framework Schedule 3, shall not affect the Charges payable by a Buyer under a Call-Off Contract in force at the time a change to the Framework Prices is implemented.
   2. Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the relevant Buyer and implemented in accordance with the provisions applicable to the relevant Call-Off Contract.

**ANNEX 1: CALCULATION OF FRAMEWORK PRICES**

**Table 1**

|  |  |
| --- | --- |
| Supplier’s Standard Price List: | *[REDACTED]* |
| Framework Discount (%) – as applicable to all items in the Supplier’s Standard Price List: | *[REDACTED]* |

Framework Price =

(1 - ) x Item Price\*§

Framework Discount

100

\*from Supplier’s Standard Price List.

§ subject always to paragraph 1.4 of this Framework Schedule 3.

Government Discount(s)

The Supplier’s Government Discount(s) and associated terms and conditions are detailed in the Special Terms section of Framework Schedule 4 - Annex 1: Template Order Form. The Government Discount and associated terms and conditions will only apply if one or more Government Discount options and associated terms and conditions are agreed to between the Buyer and Supplier. For the avoidance of doubt, a Government Discount is subject to the associated terms and conditions.

**Pricing currency conversion to Pound Sterling**

**Table 2**

|  |  |
| --- | --- |
| Exchange rate index used for converting pricing currency to payment currency of Pound Sterling: | [REDACTED] |
| Application and applicability period of the conversion: | [REDACTED] |
| Review and adjustment points (if any): |  |

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

**ANNEX 1: TEMPLATE ORDER FORM**

***[REDACTED]*ANNEX 2: TEMPLATE CALL-OFF TERMS**

**FRAMEWORK SCHEDULE 5: CALL-OFF PROCEDURE**

1. **AWARD PROCEDURE**
   1. If CCS or any Other Buyer decides to source the Services through this Framework Agreement then it will award its Services Requirements in accordance with the procedure described in this Framework Schedule 5 (Call-Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.
   2. If a Buyer can determine that:
      1. its Services Requirements can be met by the Catalogue and description of the Services as set out in Framework Schedule 2 (Services); and
      2. all of the terms of the proposed Call-Off Contract are laid down or otherwise provided for in the Template Order Form and Template Call-Off Terms as set out in Annexures 1 and 2 respectively to Framework Schedule 4 (Template Order Form and Template Call-Off Terms) and do not require amendment or any supplementary terms and conditions (defined as “Special Terms” in the Template Order Form and Template Call-Off Terms) (other than the inclusion of optional provisions already provided for in the Template Order Form and Template Call-Off Terms);

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in paragraph 2 below.

* 1. If all of the terms of the proposed Call-Off Contract are not laid down in in the Template Order Form and Template Call-Off Terms as set out in Annexures 1 and 2 respectively to Framework Schedule 4 (Template Order Form and Template Call-Off Terms) and a Buyer:
     1. requires the Supplier to develop proposals or a solution in respect of such Buyer's Services Requirements; and/or
     2. needs to amend or refine the Template Order Form and/or Template Call-Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Buyer shall award a Call-Off Contract in accordance with the Further Competition Procedure set out in paragraph 3 below.

1. **DIRECT ORDERING WITHOUT A FURTHER COMPETITION**
   1. Subject to paragraph 1.2 above any Buyer awarding a Call-Off Contract under this Framework Agreement without holding a further competition shall:
      1. develop a clear Statement of Requirements;
      2. apply the Direct Award Criteria to each Framework Supplier’s Catalogue of the Services in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and
      3. on the basis set out above, award the Call-Off Contract with the successful Framework Supplier in accordance with paragraph 6 below.
2. **FURTHER COMPETITION PROCEDURE**

**Buyer's Obligations**

* 1. Any Buyer awarding a Call-Off Contract under this Framework Agreement through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for Services;
     2. amend or refine the Template Order Form and Template Call-Off Terms to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
     3. invite tenders by conducting a Further Competition Procedure for its Services Requirements in accordance with the Regulations and Guidance and in particular the Buyer shall:
        1. invite each Framework Supplier to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Framework Supplier;
        2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
        3. keep each tender confidential until the time limit set out for the return of tenders has expired.
     4. apply the Further Competition Award Criteria to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Services Requirements;
     5. on the basis set out above, award its Call-Off Contract to the successful Framework Supplier in accordance with paragraph 6, which Call-Off Contract shall:
        1. state the Services Requirements;
        2. state the tender submitted by the successful Framework Supplier;
        3. state the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
        4. comprising the Template Order Form and Template Call-Off Terms (as may be amended or refined by the Buyer in accordance with paragraph 3.1.2 above) applicable to the Services; and
     6. if requested, provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

**The Supplier's Obligations**

* 1. The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to paragraph 3.1.3 above provide the Buyer with either:
     1. a statement to the effect that it does not wish to tender in relation to the relevant Services Requirements; or
     2. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
        1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the email stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Services Requirements; and
        4. confirmation of discounts applicable to the Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).
  2. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
  3. The Supplier agrees that:
     1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Buyer for thirty (30) days (or such other period specified in the invitation to tender issued by the relevant Buyer in accordance with the Call-Off Procedure);
     2. all tenders submitted by the Supplier are not subject to a conflict of interest, or where a conflict of interest is identified that the Supplier will promptly notify the Buyer and ensure appropriate and robust ethical walls are in place;
     3. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
        1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
        2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

1. **NO AWARD**
   1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Buyer shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige any Buyer to award any Call-Off Contract.
2. **RESPONSIBILITY FOR AWARDS**
   1. The Supplier acknowledges that each Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
      1. the conduct of Other Buyers in relation to this Framework Agreement; or
      2. the performance or non-performance of any Call-Off Contracts between the Supplier and Other Buyers entered into pursuant to this Framework Agreement.
3. **CALL-OFF award PROCEDURE**
   1. Subject to paragraphs 1 to 5 above, a Buyer may award a Call-Off Contract to the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Buyer in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms).
   2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this paragraph 6 shall not constitute a Call-Off Contract under this Framework Agreement.
   3. On receipt of an Order from a Buyer as described in paragraph 6.1 above the Supplier shall, subject to paragraph 3.2.1 accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned and a Call-Off Contract shall be formed.
4. **APPLICABILITY OF SUPPLIER TERMS TO CALL-OFF CONTRACTS**

**Supplier Terms:**

* 1. The Supplier Terms comprise:
     1. the Supplier General Terms; and
     2. the Supplier Service Specific Terms.

**Supplier General Terms:**

* 1. The Supplier General Terms form Attachments 7 (Acceptable Use Policy) and 8 (Data Processing Agreement) to the Template Order Form. The Supplier may not include any hyperlinks in the Supplier General Terms.
  2. Any Variations to the Supplier General Terms agreed by CCS in accordance with Clause 12 (Variation) shall only apply to future Call-Off Contracts and not to any Call-Off Contract already entered into between the relevant Buyer and the Supplier.

**Modifications to Supplier General Terms:**

* 1. The Supplier may at any time during the Framework Period and in accordance with the Variation Procedure request a variation to the Supplier General Terms. Where the Parties agree to a Variation of the Supplier General Terms such Variation will only be effective in relation to future Call-Off Contracts entered into under this Framework Agreement following the effective date of such agreed Variation. For the avoidance of any doubt such agreed Variation shall not vary the Supplier General Terms as they are set out in the relevant Order Form in any Call-Off Contracts (between the Supplier and the relevant Buyer) already in existence prior to the effective date of such agreed Variation.

**Supplier Service Specific Terms:**

* 1. The Supplier Service Specific Terms comprise:
     1. the Product Terms; and
     2. the SLA(s).
  2. In respect of a Call-Off Contract:
     1. the Product Terms (applicable to the relevant Services the subject of the relevant Call-Off Contract) are as set out or referred to (including via hyperlinks directly to the relevant document(s) setting out the relevant terms and conditions applicable to the relevant Services) in Attachment 1 (Service Descriptions and Product Terms) to the relevant Order Form; and
     2. the SLA(s) (applicable to the relevant Services the subject of the relevant Call-Off Contract) are as set out or referred to (including via hyperlinks directly to the relevant document(s) setting out the relevant service level terms and conditions applicable to the relevant Services) in Attachment 2 (Service Level Agreement(s)) to the relevant Order Form.

**Modifications to Supplier Service Specific Terms:**

* 1. Modifications to the Supplier Service Specific Terms may only be made strictly in accordance with Clauses 3.6 to 3.8 of the Template Call-Off Terms.

1. **INEFFECTIVE HYPERLINKS TO ADDITIONAL DOCUMENTS AND/OR TERMS**
   1. Where in any of:
      1. the Applicable Supplier Terms; and/or
      2. any Service Description (save for the relevant Service Descriptions set out (if any) but not incorporated by reference in Attachment 1 (Service Descriptions and Product Terms) of the Order Form as at the Commencement Date),

a standard, policy, list, terms and conditions or any other document (“**Additional Documents and/or Terms**”) is incorporated into the relevant Applicable Supplier Terms by reference to a hyperlink, then such hyperlink shall be deemed ineffective and any Additional Documents and/or Terms shall be deemed unenforceable and shall not apply to the relevant Call-Off Contract and the relevant Call-Off Contract shall apply as if such hyperlink to the Additional Documents and/or Terms was not included.

* 1. Paragraph 8.1 is without prejudice to:
     1. the inclusion of hyperlinks to the Supplier’s online Service Descriptions and Product Terms in Attachment 1 (Service Descriptions and Product Terms) to the Order Form as at the relevant Call-Off Contract’s commencement date; and
     2. for the avoidance of doubt the use of email notices containing hyperlinks directly to a URL setting out in full the proposed modified:
        1. Supplier Service Specific Terms strictly in accordance with the provisions of Clauses 3.6 to 3.8 (Modifications to Supplier Service Specific Terms) of the Template Call-Off Terms; and/or
        2. Service Descriptions strictly in accordance with the provisions of Clauses 5.10 to 5.14 (Modifications to the Services) of the Template Call-Off Terms.
  2. Where any hyperlinks to any online:
     1. Supplier Service Specific Terms; or
     2. Service Descriptions,

are set out in the Order Form or notified to the Buyer Authorised Representative in accordance with the Call-Off Contract and such hyperlinks either:

* + - 1. no longer provide access directly to the relevant Supplier Service Specific Terms and/or Service Descriptions in full and in a clear and transparent manner; or
      2. provide a hyperlink to another source,

(in either case a “**broken hyperlink**”) then the Supplier shall notify the Buyer Authorised Representative and the Parties shall update the relevant Call-Off Contract with a variation in writing with a reference to the relevant replacement hyperlink (if any) to replace the broken hyperlink or failing which as otherwise agreed by the Parties.

1. **INAPPLICABle ADDITIONAL TERMS**
   1. Save for the Applicable Supplier Terms (including, for the avoidance of doubt, any subsequent modifications to Supplier Service Specific Terms permitted pursuant to Clause 3.3 of the Template Call-Off Terms), where the Buyer and/or any Buyer User in the course of submitting Service Requests via the Supplier Portal (or otherwise makes requests for Services) and/or in accessing and using the Services supplied under the relevant Call-Off Contract, accepts or is deemed to have accepted (whether intentionally or otherwise):
      1. any other terms and conditions including any other Supplier Terms (whether in addition to or in replacement of the Applicable Supplier Terms) and/or any third party software licence terms (including whether purported to have been accepted online via clicking on the Supplier Portal or otherwise); and/or
      2. the terms of any business forms (such as purchase orders and invoices),

(together the “Inapplicable Additional Terms”), the Parties agree that any such Inapplicable Additional Terms of the Supplier and/or any of its Affiliates are deemed invalid and shall be without legal effect in transactions under the relevant Call-Off Contract.

**FRAMEWORK SCHEDULE 6: AWARD CRITERIA**

1. **General**
   1. This Framework Schedule 6 is designed to assist Buyers when drafting an invitation to tender for a Further Competition Procedure.
   2. A contract shall be awarded on the basis of most economically advantageous tender ("**MEAT**").
   3. This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.

**Part A: Direct Award**

The following criteria and weightings shall be applied to each Framework Supplier’s Catalogue Service offerings. The criteria are in no particular order of importance.

|  |  |  |
| --- | --- | --- |
| Criteria Number | Criteria - ranked in order of importance | Percentage Weightings (or rank order of importance where applicable) - to be set by the Buyer conducting the direct award – examples below (which in total should add up to 100%): |
| 1 | Price (overall price including any applicable discounts) | 10-90% |
| 2 | Quality (including ease of navigation and use of Catalogue and Supplier Portal, sales service, good value, service fitness for purpose) | 10–90% |

**Part B: Further Competition Award Criteria**

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

|  |  |  |
| --- | --- | --- |
| Criteria Number | Criteria | Percentage Weightings (or rank order of importance where applicable) - to be set by the Buyer conducting the further competition - examples below (which in total should add up to 100%): |
| 1 | Quality (including responsiveness, good value, adherence to requirement, service fitness for purpose) | 10-80% |
| 2 | Price | 10–80% |
| 3 | Social value | 10% |

**FRAMEWORK SCHEDULE 7: FRAMEWORK MANAGEMENT**

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

|  |  |
| --- | --- |
| Supplier Framework Manager | has the meaning set out in paragraph 2.1.1 of this Framework Schedule 7. |
| Supplier Review Meetings | has the meaning set out in paragraph 2.2.1 of this Framework Schedule 7. |

* 1. The successful delivery of this Framework Agreement will rely on the ability of the Supplier and CCS in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.
  2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.
  3. This Framework Schedule 7 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

1. **FRAMEWORK MANAGEMENT**
   1. **Framework Management Structure:**
      1. The supplier shall appoint a suitably qualified nominated contact (the “**Supplier Framework Manager**”) who will take overall responsibility for delivering the services required within this framework agreement, as well as a suitably qualified deputy to act in their absence.
      2. The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Services).
      3. A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
   2. **Supplier Review Meetings:**
      1. Regular performance review meetings will take place throughout the Framework Period and thereafter until the Framework Expiry Date (“**Supplier Review Meetings**”).
      2. The exact timings and frequencies of such Supplier Review Meetings will be determined by CCS following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings and locations of these meetings.
      3. The purpose of the Supplier Review Meetings will be to review the Supplier’s performance under this Framework Agreement. The agenda for each Supplier Review Meeting shall be set by CCS and communicated to the Supplier in advance of that meeting.
      4. As an example typical agenda items may include, without being limited to, the following:
         * Review of Management Information, including Orders received since the previous Supplier Review Meeting;
         * Review of the Supplier’s performance in its provision of the Services;
         * Review of feedback received from Buyers:
         * Review of proposed Variations (including any revisions to the Supplier General Terms and the Supplier Service Specific Terms); and
         * Review of the Supplier’s responses to the Modern Slavery Assessment Tool as required under paragraph 2.6 of Framework Schedule 2 (Services).
      5. The Supplier Review Meetings shall be attended, as a minimum, by the CCS Representative(s) and the Supplier Framework Manager.

**FRAMEWORK SCHEDULE 8: MANAGEMENT INFORMATION**

1. **GENERAL REQUIREMENTS**
   1. The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to CCS in accordance with the provisions of this Framework Schedule 8.
   2. The Supplier shall also supply such Management Information as may be required by a Buyer in accordance with the terms of a Call-Off Contract.
2. **MANAGEMENT INFORMATION AND FORMAT**
   1. The Supplier agrees to provide timely, accurate and complete MI reports to CCS which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in Annex 1 (MI Reporting Template) to this Framework Schedule 8.
   2. CCS may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. CCS shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
   3. If the MI Reporting Template is amended by CCS at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by CCS.
   4. CCS may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
   5. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.
   6. CCS shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to CCS.
3. **FREQUENCY AND COVERAGE**
   1. All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to CCS on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call-Off Contracts have permanently ceased.
   2. The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
   3. The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
   4. The Supplier must inform CCS of any errors or corrections to the Management Information:
      1. in the next MI Report due immediately following discovery of the error by the Supplier; or
      2. as a result of CCS querying any data contained in an MI Report.
4. **SUBMISSION OF THE MONTHLY MI REPORT**
   1. The completed MI Report shall be completed electronically and returned to CCS by uploading the electronic MI Report computer file to CCS’s data submission service available at https://www.reportmi.crowncommercial.gov.uk.
   2. CCS reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.
5. **DEFECTIVE MANAGEMENT INFORMATION**
   1. The Supplier acknowledges that it is essential that CCS receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by CCS to inform strategic decision making and allows it to calculate the Management Charge.
   2. Following an MI Failure CCS may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to CCS. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

**Meetings**

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

**Admin Fees**

* 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.
  2. If, following activation of CCS's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt CCS shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.
  3. 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.
  4. CCS shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 13 (Management Charge) as a supplement to the Management Charge. Any exercise by CCS of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

1. **DEFAULT MANAGEMENT CHARGE**
   1. If:
      1. two (2) MI Failures occur in any rolling six (6) Month period;
      2. two (2) consecutive MI Failures occur; or

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

* 1. If an MI Default occurs CCS shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to pay to CCS and/or to terminate this Framework Agreement.
  2. In the event of an MI Default the Management Charge shall be calculated as the higher of:
     1. the average Management Charge paid or payable by the Supplier to CCS based on any Management Information submitted in the six (6) Month period preceding the date on which the MI Default occurred or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
     2. the sum of five hundred pounds (£500).
  3. If an MI Default occurs, CCS shall be entitled to invoice the Supplier this Management Charge (less any Management Charge which the Supplier has already paid to CCS in accordance with Clause 13 for any Months in which the Management Charge relating to an MI Default is payable) calculated in accordance with paragraph 6.3 above:
     1. in arrears for those Months in which an MI Failure occurred; and
     2. on an ongoing Monthly basis,

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

* 1. For the avoidance of doubt the Parties agree that:
     1. the Management Charge relating to an MI Default shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 13 of this Framework Agreement; and
     2. any rights or remedies available to CCS under this Framework Agreement in respect of the payment of the Management Charge shall be available to CCS also in respect of the payment of the Management Charge relating to an MI Default.
  2. If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of CCS and the Management Information demonstrates that:
     1. the Supplier has overpaid the Management Charges as a result of the application of the Management Charge relating to an MI Default then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
     2. the Supplier has underpaid the Management Charges during the period when a Management Charge relating to an MI Default was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 13 (Management Charge).

**ANNEX 1: MI REPORTING TEMPLATE**

**FRAMEWORK SCHEDULE 9: ANNUAL SELF AUDIT CERTIFICATE**

Dear Sirs

In accordance with the Framework Agreement entered into on ***05/05/2021*** between ***[REDACTED]*** and CCS, we confirm the following:

1. In our opinion based on the testing undertaken ***[REDACTED]*** is successfully identifying, recording and reporting on the transactions under Call-Off Contracts pursuant to the above Framework Agreement.
2. We have tested a sample of ***[insert number of sample transactions tested]*** Orders and related invoices during our audit for the Contract Year ended ***[insert date dd/mm/yyyy]*** and confirm that they are correct and in accordance with the Framework Agreement.
3. We attach an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and any remedial action taken.

Name:***[REDACTED]***

Signed: ***[REDACTED]***

Head of Internal Audit/ Finance Director/ External Audit firm ***[delete as applicable]***

Date ***[REDACTED]***

Professional Qualification held by Signatory ***[REDACTED]***

**FRAMEWORK SCHEDULE 10: MARKETING**

1. **INTRODUCTION**
   1. This Framework Schedule 10 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Services to Buyers.
2. **MARKETING**
   1. Marketing contact details:
      1. ***[REDACTED]***
      2. ***[REDACTED]***
      3. ***[REDACTED]***
3. **CCS PUBLICATIONS**
   1. CCS will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by CCS.
   2. Such information shall be provided in the form of a completed template, supplied by CCS together with the instruction for completion and the date for its return.
   3. Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Supplier's exclusion from the use of such marketing materials.
4. **SUPPLIER PUBLICATIONS**
   1. Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.
   2. The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier’s website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

**FRAMEWORK SCHEDULE 11: INSURANCE REQUIREMENTS**

1. **OBLIGATION TO MAINTAIN INSURANCES**
   1. Without prejudice to its obligations to CCS under this Framework Agreement and each Call-Off Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 11 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “Insurances”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
   2. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
   3. The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
   4. The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which CCS and each Buyer shall be indemnified in respect of claims made against CCS or a Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.
2. **GENERAL OBLIGATIONS**
   1. Without limiting the other provisions of this Framework Agreement, the Supplier shall:
      1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
      2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
      3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
3. **FAILURE TO INSURE**
   1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
   2. Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, CCS and each Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and CCS and each Buyer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
4. **EVIDENCE OF POLICIES**

The Supplier shall upon the Framework Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to CCS, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 11. Receipt of such evidence by CCS shall not in itself constitute acceptance by CCS or relieve the Supplier of any of its liabilities and obligations under this Framework Agreement and each Call-Off Contract.

1. **AGGREGATE LIMIT OF INDEMNITY**
   1. Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
      1. if a claim or claims which do not relate to this Framework Agreement or any Call-Off Contact are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to CCS and each Buyer:
         1. details of the policy concerned; and
         2. its proposed solution for maintaining the minimum limit of indemnity specified; and
      2. if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement or any Call-Off Contract are paid by insurers, the Supplier shall:
         1. ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement and each Call-Off Contract; or
         2. if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to CCS and each Buyer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.
2. **CANCELLATION**

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

1. **INSURANCE CLAIMS**
   1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that CCS or a Buyer receives a claim relating to or arising out of the Services, this Framework Agreement or relevant Call-Off Contract (as applicable), the Supplier shall co-operate with CCS or the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
   2. Except where CCS or any Buyer is the claimant party, the Supplier shall give CCS or the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Services, this Framework Agreement or relevant Call-Off Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by CCS or any Buyer) full details of the incident giving rise to the claim.
   3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
   4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from CCS or any Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement, the relevant Call-Off Contract or otherwise.

**ANNEX 1: REQUIRED INSURANCES**

Employer’s (Compulsory) Liability Insurance = £5,000,000  
Professional Indemnity Insurance = £1,000,000

**Part A: Professional Indemnity Insurance**

1. **Insured**

The Supplier

1. **Interest**

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

1. **Limit of indemnity**

Not less than £1,000,000 in respect of any one claim and in the aggregate per annum.

1. **Period of insurance**

From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by CCS in writing (a) throughout the Framework Period and the term of each Call-Off Contract and (b) for a period of 6 years following termination or expiry of this Framework Agreement and each Call-Off Contract.

1. **Cover features and extensions**

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

1. **Principal exclusions**
   1. War and related perils.
   2. Nuclear and radioactive risks.

**Part B: United Kingdom Compulsory Insurances**

1. **General**
   1. The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance (of £5,000,000 for the purposes of this Framework Agreement and each Call-Off Contract).

**FRAMEWORK SCHEDULE 12: COMMERCIALLY SENSITIVE INFORMATION**

1. **INTRODUCTION**
   1. In this Framework Schedule 12 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
   2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 12 applies.
   3. Without prejudice to CCS's obligation to disclose Information in accordance with FOIA or Clauses 17.18 to 17.19 (Freedom of Information), CCS will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Date | Item(s) | Duration of Confidentiality |
| *[REDACTED]* | *[REDACTED]* | *[REDACTED]* | *[REDACTED]* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**FRAMEWORK SCHEDULE 13: TENDER**

1. **General**
   1. This Framework Schedule 13 sets out a copy of the Supplier’s Tender including the Supplier’s responses to the whole award questionnaire to the Invitation to Tender.
   2. Subject to Clause 1.4, in addition to any other obligations on the Supplier under this Framework Agreement and any Call-Off Contract, the Supplier shall provide the Services to Buyers in accordance with the Tender.

Tender Response

***[REDACTED]***

**FRAMEWORK SCHEDULE 14: Processing, Personal Data and Data Subjects**

***[To be populated prior to the Framework Commencement Date]***

This Framework Schedule 14 shall be completed by CCS, who may take account of the view of the Supplier, however the final decision as to the content of this Framework Schedule 14 shall be with CCS at its absolute discretion.

* + 1. The contact details of CCS’s Data Protection Officer are: **gdprgeneralenquiries@crowncommercial.gov.uk**.
    2. The contact details of the Supplier’s Data Protection Officer are:

***[REDACTED]***

* + 1. The Supplier shall comply with any further written instructions with respect to Processing by CCS.
    2. Any such further instructions shall be incorporated into this Framework Schedule 14.

|  |  |
| --- | --- |
| Description | Details |
| Identity of the Controller and Processor: | The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor in accordance with Clause 17.20. |
| Subject matter of the processing: | *[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.*  *Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]* |
| Duration of the processing: | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing: | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| Type of Personal Data being Processed: | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject: | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data: | *[Describe how long the data will be retained for, how it be returned or destroyed]* |