**Framework Schedule 3 (Framework Prices)**

1. **Definitions**

1.1 In this Schedule the defined terms shall have the meanings set out in Joint Schedule 1 (Definitions).

1. **How Framework Prices are used to calculate Call-Off Charges**
	1. The Framework Prices:
		1. will be used as the basis for the charges (and are the maximums that the Supplier may charge) under each Call-Off Contract;
		2. requires Suppliers to provide separate rate cards (and applicable discounts) for the work undertaken by non-UK based Supplier Staff (including Subcontractors) whose Services are provided outside the UK. Each rate card provided will be priced (in GBP) on the basis of market prices applicable to the jurisdiction where Supplier Staff work will be undertaken. Charges shall therefore be calculated on the basis of the Supplier Staff who undertook the applicable piece of work and each rate card shall be at no greater than the Supplier’s UK rate card charges; and
		3. cannot be increased except as in accordance with this Schedule.
	2. The Charges:
		1. shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
		2. cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to indexation, Specific Change in Law and/or Benchmarking using Call-Off Schedule 16 (Benchmarking) where specifically stated in the Order Form; and
		3. unless otherwise specifically agreed in the Call-Off Contract shall not be impacted by any change to the Framework Prices.
	3. Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3 or in accordance with the terms of the Call-Off Contract.
2. **How Framework Prices are calculated**
	1. The pricing mechanisms (defined in Paragraph 1) and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call-Off Contracts.
	2. Pricing mechanisms will permit the identification of the applicable rate card(s) in relation to each element(s) of the work undertaken under a Call-Off Contract and Statement of Work.
3. **Are costs and expenses included in the Framework Prices**
	1. Except as provided for in Paragraph 7 below and as expressly stated in a Call Off Order Form and each Statement of Work, the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
		1. incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges;
		2. costs relating to profit, risk, insurance, supplier intragroup charges or any other overhead costs;
		3. costs excluded pursuant to the Buyer’s Expenses Policy (Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) or 5B (Pricing Details and Expenses Policy)); or
		4. costs incurred prior to the commencement of any Call-Off Contract.
4. **When the Supplier can ask to change the Framework Prices**
	1. The Framework Prices will be fixed for the first 2 years following the Framework Start Date (the date of expiry of such period is a "**Review Date**"). Thereafter this Framework Prices can only be adjusted on each 1 April following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
	2. The Supplier shall give CCS at least three (3) Months’ notice in writing prior to a Review Date where it wants to request a change to the Framework Prices. If the Supplier does not give notice in time then it will only be able to request a change prior to the next Review Date.
	3. Any notice requesting a change shall include:
		1. a list of the Framework Prices to be reviewed;
		2. for each Framework Price under review, written evidence of the justification for the requested change including:
			1. a breakdown of the profit and cost components that comprise the relevant Framework Price;
			2. details of the movement in price for each identified cost component within the relevant Framework Price;
			3. reasons for the movement in the each identified cost component of the relevant Framework Price;
			4. evidence that the Supplier has attempted to mitigate against any increase in each relevant cost component; and
			5. evidence that the Supplier’s profit for each component of the relevant Framework Price is no greater than that applying to the Framework Prices using the same pricing mechanism as at the Contract Start Date.
	4. CCS shall consider each request for a price change. CCS may grant Approval to an increase at its sole discretion.
	5. Where CCS approves a change then it will be implemented from the 1st April following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.
5. **Other events that allow the Supplier to change the Framework Prices**
	1. The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:
		1. a Specific Change in Law in accordance with Clause 24;
		2. a review in accordance with insurance requirements in Clause 13;
		3. a benchmarking review in accordance with Call-Off Schedule 16 (Benchmarking)
		4. a request from the Supplier, which it can make at any time, to decrease the Framework Prices.
6. **When you will be reimbursed for travel and subsistence**
	1. Expenses shall only be recoverable where Reimbursable Expenses which fall within the terms of the Buyer’s Expenses Policy (Call-Off Schedule 5A (Heath Pricing Details and Expenses Policy) or Call-Off Schedule 5B (Pricing Details and Expenses Policy) and are supported by Supporting Documentation.

**8. Reimbursement for Deliverables**

8.1 The Supplier shall provide Call-Off Contract specific versions of the rate cards detailed in Table 1 of Annex 1 to this Schedule as part of its tender for each as part of each Further Competition Procedure. Such rate cards shall be used regardless of the pricing mechanisms employed for individual Statements of Work

8.2 These rate cards shall be used as a basis for pricing fixed price offers as well as for agreeing any subsequent Variations to such prices.

8.3 For all of the pricing mechanisms, the Charges shall be based upon the Call-Off Contract specific versions of the prices detailed in Annex 1 to Call-Off Schedule 5 A (Health Pricing Details and Expenses Policy) or Call-Off Schedule 5B (Pricing Details and Expenses Policy), as applicable.

**Annex 1: Framework Prices**

**Rate Card: Capped Time and Materials**

The Supplier (and its Subcontractors) shall not be entitled to include any uplift for risks or contingencies within its Day Rates, as defined below.

A Day Rate set out in the table below shall be the rate for each Work Day. This is subject to the provisions of Schedule 5A (Heath Pricing Details and Expenses Policy) or Call-Off Schedule 5B (Pricing Details and Expenses Policy) (as applicable) which covers this topic in more detail.

**[Pricing Matrix](https://docs.google.com/spreadsheets/d/1sEFLlbD-K7B8LPTUq_tmMzeQmR__7hzy/edit?usp=sharing&ouid=116849628749148909234&rtpof=true&sd=true)**