****

**Framework Schedules**

Framework Ref: RM6238 Supply Teachers and Temporary Staff in Educational Establishments

**Framework Schedule 1 (Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

The Supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

|  |
| --- |
| **1 SCOPE OF THE CONTRACT** |

1.1 The scope for this Framework Contract is for all temporary and Fixed Term teaching and non-teaching roles within the public sector to schools, colleges and other educational establishments, including maintained schools, academies, trusts, special schools, nurseries, pupil referral units, children centres and further education institutions, across the UK. A description of the most common types of schools is available at Annex C.

1.2 Buyers from across the Public Sector are able to access this Framework Contract on behalf of schools, colleges and other educational establishments across the UK.

1.3 The core roles provided in this Framework Contract are Supply Teachers and Education Support Staff. Supply Teachers and Education Support Staff shall provide cover for daily supply engagements or long-term assignments.

1.4 The core roles are mandatory; Suppliers must have the ability to provide Supply Teachers and Education Support Staff in order to bid for a position on the framework. Supply Teachers may be required to cover a variety of absences or vacancies, including in difficult to fill geographic areas or where there is a skill shortage.

1.5 The non-core roles provided in this Framework Contract include but are not limited to;

1.5.1 senior staffing positions including Headteachers and Senior Leadership roles;

1.5.2 other temporary staffing services including invigilators, admin and clerical staff, IT staff, finance staff, estates and maintenance, and cleaners.

1.6 Suppliers under Lot 1 will not be required to provide non-core roles under this Framework Contract. Suppliers under Lots 2-4 will be required to provide all non-core roles in addition to core roles under this Framework Contract.

1.7 The term “Worker” for the purposes of this Framework Contract is used to describe Work–Seekers (Fixed Term) provided by an Employment Agency and Temporary Work-Seekers provided by an Employment Business under both core services and non-core services.

|  |
| --- |
| **2 DESCRIPTION OF LOTS** |

2.1 The Framework Contract consists of 5 Lots.

2.1.1 Lot 1 Direct provision of Supply Teachers, Education Support Staff and other temporary staffing services.

2.1.2 Lot 2.1 Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contract values of no more than £2.499m.

2.1.3 Lot 2.2 Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contacts of any value.

2.1.4 Lot 3 Neutral Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services.

2.1.5 Lot 4 Education Technology platform provision of Supply Teachers, Education Support Staff and other temporary staffing services with contract values of no more than £2.499m.

2.2 The Supplier shall provide as a minimum the following:

|  |
| --- |
| **Lot 1 – Direct provision of Supply Teachers, Education Support Staff and other temporary staffing services.** The Supplier shall provide recruitment services for the provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an: ● Employment Businesses for temporary Assignments; and ● Employment Agencies for Fixed Term employment The Supplier shall ensure that they comply with all relevant legislative and regulatory requirements, and all Workers have all safeguarding and pre-employment checks in accordance with paragraph 12. The Supplier must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13. The Supplier shall be required to be aware of and ensure compliance with all changes in practise in the recruitment market and changes in relevant policy and legislation, including but not limited to: ● Agency Workers Regulations (AWR) https://www.gov.uk/agency-workers-your-rights ● Employment Agencies Act 1973 https://www.legislation.gov.uk/ukpga/1973/35/introduction ● Conduct of Employment Agencies and Employment Businesses Regulations http://www.legislation.gov.uk/uksi/2003/3319/contents/made ● UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018 https://www.legislation.gov.uk/ukpga/2018/12/contents https://www.gov.uk/data-protection ● Off-Payroll Working in the Public Sector (IR35) legislation https://www.gov.uk/guidance/understanding-off-payroll-working-ir35 ● National Minimum wage and National Living Wage https://www.gov.uk/national-minimum-wage-rates ● Keeping Children Safe in Education https://www.gov.uk/government/publications/keeping-children-safe-in-education--2 |

|  |
| --- |
| ● Right to Work checks https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). To support Buyers in utilising Lot 1 CCS will establish an Agency Selection Tool using details of all suppliers’ branches/offices. The Agency Selection Tool will be used by Buyers to reduce the number of Framework Suppliers to those with a branch/office within close proximity to the school using postcode data. Buyers will be responsible for setting the distance within which the Supplier must have a branch/office. The Agency Selection Tool will rank those Suppliers that have a branch/office within the specified distance by their fee, with the lowest Supplier fee ranked first. |

|  |
| --- |
| **Lot 2.1 - Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contract values up to £2.499m.** A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology. A Master Vendor Supplier shall provide Workers directly from their own resource pool and has the option of managing supplementary supply through an approved supply chain. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an/from both: ● Employment Businesses for temporary Assignments; and ● Employment Agencies for Fixed Term employment The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer. The Buyer contracts only with the Master Vendor, and the Master Vendor is responsible for managing their supply chain. The Supplier shall ensure that its sourcing of Workers directly and via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Master Vendor must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13. The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to: ● Agency Workers Regulations (AWR) https://www.gov.uk/agency-workers-your-rights ● Employment Agencies Act 1973 |

|  |
| --- |
| https://www.legislation.gov.uk/ukpga/1973/35/introduction ● Conduct of Employment Agencies and Employment Businesses Regulations http://www.legislation.gov.uk/uksi/2003/3319/contents/made ● UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018 https://www.legislation.gov.uk/ukpga/2018/12/contents https://www.gov.uk/data-protection ● Off-Payroll Working in the Public Sector (IR35) legislation https://www.gov.uk/guidance/understanding-off-payroll-working-ir35 ● National Minimum wage and National Living Wage https://www.gov.uk/national-minimum-wage-rates ● Keeping Children Safe in Education https://www.gov.uk/government/publications/keeping-children-safe-in-education--2 ● Right to Work checks https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

|  |
| --- |
| **Lot 2.2 - Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contracts of any value.** A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology. A Master Vendor Supplier shall provide Workers directly from their own resource pool and has the option of managing supplementary supply through an approved supply chain. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an/from both: ● Employment Businesses for temporary Assignments; and ● Employment Agencies for Fixed Term employment The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer. The Buyer contracts only with the Master Vendor, and the Master Vendor is responsible for managing their supply chain. The Supplier shall ensure that its sourcing of Workers directly and via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all  |

|  |
| --- |
| legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Master Vendor must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13. The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to: ● Agency Workers Regulations (AWR) https://www.gov.uk/agency-workers-your-rights ● Employment Agencies Act 1973 https://www.legislation.gov.uk/ukpga/1973/35/introduction ● Conduct of Employment Agencies and Employment Businesses Regulations http://www.legislation.gov.uk/uksi/2003/3319/contents/made ● UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018 https://www.legislation.gov.uk/ukpga/2018/12/contents https://www.gov.uk/data-protection ● Off-Payroll Working in the Public Sector (IR35) legislation https://www.gov.uk/guidance/understanding-off-payroll-working-ir35 ● National Minimum wage and National Living Wage https://www.gov.uk/national-minimum-wage-rates ● Keeping Children Safe in Education https://www.gov.uk/government/publications/keeping-children-safe-in-education--2 ● Right to Work checks https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

|  |
| --- |
| **Lot 3 - Neutral Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services.** A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology. A Neutral Vendor Supplier shall not supply any Workers directly from its own business, and a maximum of 20% through any affiliated businesses, and will use an approved supply  |

chain to meet all Worker requirements. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services from both:

● Employment Businesses for temporary Assignments; and

● Employment Agencies for Fixed Term employment

The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.

The Buyer contracts only with the Neutral Vendor, and the Neutral Vendor is responsible for managing their supply chain.

The Supplier shall ensure that its sourcing of Workers via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Neutral Vendor is not required to maintain certification from an approved Accreditation Body.

The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:

● Agency Workers Regulations (AWR)

https://www.gov.uk/agency-workers-your-rights

● Employment Agencies Act 1973

https://www.legislation.gov.uk/ukpga/1973/35/introduction

● Conduct of Employment Agencies and Employment Businesses Regulations http://www.legislation.gov.uk/uksi/2003/3319/contents/made

● UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018 https://www.legislation.gov.uk/ukpga/2018/12/contents

https://www.gov.uk/data-protection

● Off-Payroll Working in the Public Sector (IR35) legislation

https://www.gov.uk/guidance/understanding-off-payroll-working-ir35

● National Minimum wage and National Living Wage

https://www.gov.uk/national-minimum-wage-rates

● Keeping Children Safe in Education

https://www.gov.uk/government/publications/keeping-children-safe-in-education--2 ● Right to Work checks

https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance

and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form).

**Lot 4 - Education Technology platform provision of Supply Teachers, Education Support Staff and other temporary staffing services with contract values up to £2.499m.**

An Education Technology apps provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology.

An Education Technology apps Supplier shall not supply any Workers directly from its own business, and a maximum of 20% through any affiliated businesses, and will use an approved supply chain to meet all Worker requirements. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services from both:

● Employment Businesses for temporary Assignments; and

● Employment Agencies for Fixed Term employment

The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.

The Buyer contracts only with the Education Technology platform provision Supplier, and the Education Technology platform provision Supplier is responsible for managing their supply chain.

The Supplier shall ensure that its sourcing of Workers via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Education Technology platform provision Supplier is not required to maintain certification from an approved Accreditation Body.

The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:

● Agency Workers Regulations (AWR)

https://www.gov.uk/agency-workers-your-rights

● Employment Agencies Act 1973

https://www.legislation.gov.uk/ukpga/1973/35/introduction

● Conduct of Employment Agencies and Employment Businesses Regulations http://www.legislation.gov.uk/uksi/2003/3319/contents/made

● UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018 https://www.legislation.gov.uk/ukpga/2018/12/contents

https://www.gov.uk/data-protection

● Off-Payroll Working in the Public Sector (IR35) legislation

https://www.gov.uk/guidance/understanding-off-payroll-working-ir35

● National Minimum wage and National Living Wage

https://www.gov.uk/national-minimum-wage-rates

|  |
| --- |
| ● Keeping Children Safe in Education https://www.gov.uk/government/publications/keeping-children-safe-in-education--2 ● Right to Work checks https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

|  |
| --- |
| **3. REQUISITION OF WORKERS** |

3.1 The Supplier shall have the facility for the Buyer to request a Worker directly via a Customer Service Function.

3.2 The Supplier shall, upon receiving a requisition from the Buyer, ensure that all the information required to provide a relevant Worker has been obtained.

3.3 The Supplier shall meet the Buyer’s requirement, with the Worker that most closely meets the Buyer’s job description and person specification (or equivalent) as provided by the Buyer.

3.4 If required by the Buyer, the Supplier shall confirm any booking through submission of a completed Worker compliance checklist to the Buyer confirming that the Worker has been assigned - a template of the information required can be found in Annex A.

|  |
| --- |
| **4. CUSTOMER SERVICE FUNCTION** |

4.1 The Supplier shall create, manage and maintain a Customer Service Function to manage and respond to any user requests, enquiries, complaints, request for advice and requests for technical support from the following parties, but not limited to:

4.1.1 Buyers;

4.1.2 Workers;

4.1.3 Supply chain members (where applicable)

4.2 The Supplier shall provide, implement, operate and maintain a clearly defined process for the management of enquiries and complaints, requests for advice and technical support, received from the Workers and Buyers in line with industry best practise.

4.3 The Supplier shall provide a Customer Service Function that shall be staffed and operational from Monday to Friday (excluding Bank Holidays) inclusive, between the hours of 07:00hrs to 17:30hrs and an automated system outside of these hours. Buyers which may require extended operational hours will specify their requirement within the Call-Off Contract.

4.4 The Supplier shall ensure the Customer Service Function supports the Buyers management of enquiries, complaints, requests for advice and technical support through all appropriate means of communication, including but not limited to:

4.4.1 online systems;

4.4.2 telephone;

4.4.3 email;

4.4.4 letter;

4.4.5 fax.

4.5 The Supplier shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03, or mobile phones beginning 07. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.

4.6 The Supplier shall ensure that the Supplier’s Staff appointed to the Customer Service Function have the relevant skills and knowledge of the deliverables, Buyer relations and relevant technology, to address and resolve all enquiries, complaints, and advice and support requests to the satisfaction of the Buyer.

4.7 The Supplier shall provide and maintain an appropriate level of their Customer Service Function staff’s availability, to consistently deliver an effective service to the Buyers via the Customer Service Function during operational hours.

4.8 The Supplier shall respond to all booking requests within the following timescales:

|  |  |
| --- | --- |
| **Urgency of Assignment request** Temporary Workers required to commence an Assignment within:  | **Response timescale** Fulfilment of request timescale: |
| less than 24 hours  | maximum 1 hour |
| 1 to 2 Days  | maximum 2 hours |
| 3 Days  | maximum 4 hours |
| 4 Days  | maximum 1 Working Day |
| 5 to 7 Days  | maximum 2 Working Days |
| Greater than 7 Days  | maximum 3 Working Days |

|  |
| --- |
| **5. MARKETING AND COMMUNICATIONS** |

5.1 The Supplier shall ensure that a person is appointed as marketing contact who shall be responsible for the marketing obligations of the Supplier in relation to this Framework Contract, ensuring that they make schools aware of the Framework Contract for all future assignments and the value that can be achieved through it.

5.2 The Supplier shall ensure that they undertake marketing of the Framework to all current schools on an annual basis as a minimum, providing CCS with a copy of any marketing materials for information.

5.3 The Supplier shall ensure that all Supplier Staff are aware of this Framework Contract and how the Buyer can put a Call-Off Contract in place.

|  |
| --- |
| **6. WORKER PAY TYPES** |

6.1 All Workers provided by Suppliers under this Framework Contract will be subject to PAYE tax and National Insurance.

6.2 The Supplier shall choose to payroll Workers under the following pay types: 6.2.1 PAYE Worker or employee, paid via their own payroll

6.2.2 Umbrella Company Worker, paid by the Umbrella Company

6.2.3 Limited company contractor inside IR35

6.3 In accordance with Joint Schedule 5 (Corporate Social Responsibility), Suppliers shall notify all Workers their pay type and gross pay (prior to deductions), including any uplift in rate where payment is paid through an Umbrella Company, before an Assignment commences. All deductions must be explained to Workers and payslips must be provided to them.

6.4 The Supplier shall ensure that Key Subcontractors and any third party organisations used to support the delivery of the Framework Contract, such as Umbrella Companies, are fully vetted and allow access to Worker documentation, including but not limited to Worker payslips and real time information (RTI) submissions. This is required for audit purposes and to maintain industry standards in accordance with paragraph 13.

6.5 Suppliers are responsible for the accuracy of their tax affairs, including when paying by PAYE, using Umbrella Companies or paying limited company contractors, to ensure that the correct employment allowance is paid. Where a supplier uses an Umbrella Company they should undertake regular due diligence to ensure that the information provided on the Key Information Document given to the work-seeker matches the information on the payslips issued.

https://www.gov.uk/guidance/agencies-and-other-businesses-using-umbrella companies-who-may-be-operating-avoidance-schemes

6.6 All payroll must be run within the UK, but excluding the Channel Islands. 6.7 Further information about IR35 legislation can be found at:

https://www.gov.uk/guidance/understanding-off-payroll-working-ir35

6.8 All assignments shall be inside IR35, however the Buyer acknowledges that it is solely responsible for determining if any role specified in a Call-Off Contract is Inside IR35 or Outside IR35 pursuant to the Off-Payroll IR35 Legislation and shall be responsible for promptly providing the Supplier with an up-to-date Status Determination Statement for any Worker engaged via a Personal Services Company (irrespective of whether the Buyer determines that they are Inside or Outside IR35).

6.8.1 The Buyer will provide such information as the Supplier may reasonably require in a timely manner to enable the Supplier to comply with its obligations under the Off-Payroll IR35 Legislation.

6.8.2 The Buyer will notify the Supplier immediately if it has reason to believe that the Assignment is Inside IR35 and/or the nature of the Services or the Assignment and/or its IR35 status has changed or will change.

6.8.3 The Buyer shall be liable for all Losses incurred, suffered or paid by the Supplier (including reasonable legal expenses) arising out of or in connection with any of the following:

a) any incorrect Status Determination Statement by the Buyer; and/or

b) any treatment by the Buyer of a Contractor who has been categorised under this Framework Contract following a Status Determination

Statement as Outside IR35, which treatment causes or contributes to

HMRC treating the Contractor as being Inside IR35.

6.8.4 The Supplier shall be liable for all Losses incurred, suffered or paid by the Buyer (including reasonable legal expenses) arising out of or in connection with:

a) the failure by the Supplier to deduct any tax, national insurance or

other statutory deductions, or make any required employer

contributions for national insurance or the apprentice levy, where the

Supplier had been given an Inside IR35 Status Determination

Statement by the Buyer which confirmed that such sums should have

been deducted/paid; or

b) the Buyers non-provision of a Status Determination Statement to a Temporary Worker where both:

i. the Buyer had expressly informed the Supplier In Writing that it

did not want the Supplier to supply any Personal Services

Company to it; and

ii. subsequent to such notification, the Supplier supplies a Personal Services Company to the Buyer without their knowledge.

6.8.5 The Buyer acknowledges that save for clause 6.8.4, the Supplier shall have no liability with respect to the Off-Payroll IR35 Legislation including but not limited to any awards, fees, penalties which may arise from the Off Payroll IR35

Legislation.

6.8.6 The Parties agree that it shall not be necessary for the Supplier to comply with the Dispute Resolution Procedure or to notify the Buyer in respect of any acts or omissions of the Buyer in connection with the Buyer’s treatment of Temporary Workers which may cause an IR35 liability, or any IR35 status determinations made by the Buyer (or decided by the Buyer to be unnecessary) in respect of Temporary Workers.

6.8.7 It is agreed that the indemnity provided by the Supplier at 31.3, bullet point 2, of the Core Terms of the Framework Contract shall not apply where a Personal Services Company is supplied by the Supplier to the Buyer, as the liability relating to the supply of Personal Services Companies is set out in Clause 6.8.

|  |
| --- |
| **7. TEMPORARY WORKER CHARGES** |

7.1 The Supplier shall only charge in line with the Framework Schedule 3 (Framework Pricing) or Call-Off Schedule 5 (Pricing Details) for the Deliverables supplied to the Buyer.

7.2 The Supplier shall ensure all invoices to the Buyers are clear, accurate and transparent containing as a minimum, the components listed below as separate line items.

7.2.1 **PAYE Workers**

A. Worker Pay

B. Holiday Pay

C. Apprenticeship Levy

D. Employer’s National Insurance

E. Employer’s Pension

F. Supplier Fee

7.2.2 **Limited Company Workers Inside IR35**

A. Gross amount to Limited Company (before tax and employee’s NI are applied)

B. Apprenticeship Levy

C. Employer’s National Insurance

D. Supplier Fee

7.2.3 **Umbrella Company Workers**

A. Rate to Umbrella Company

B. Supplier Fee

7.3 When a Supplier quotes for a Worker they shall quote on the basis of the worker charge rate, which is inclusive of all employer on-costs, plus the Supplier Fee to give a total charge rate.



|  |
| --- |
| **8. EXTENDED HIRE PERIOD AND TRANSFER FEES** |

8.1 **Extended Hire Period**

8.1.1 The Supplier who operates an Employment Business can charge Temp to Perm Transfer Fees in accordance with paragraph 8.3 to Buyers only where a Buyer has first been given the option by the Supplier, to have that Temporary Work-Seeker provided by the Supplier for a minimum period of 4 weeks from when the Buyer provides notice In Writing (“the Extended Hire Period”) so that the Assignment’s duration is 12 weeks or more, and the Buyer has not utilised this option. This is subject to further details as set out in this paragraph 8 and to The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

8.1.2 The Supplier cannot charge a Temp to Perm Transfer Fee, when an Assignment’s duration is 12 weeks or more should the Buyer take the Worker on permanently, providing the Buyer has given the appropriate Notice Period of at least 4 weeks.

8.1.3 For the avoidance of doubt, a Buyer may provide the appropriate Notice Period anytime up to the end of week 8 and take the Worker permanently without a Temp to Perm Transfer Fee at the end of 12 weeks.

8.1.4 The Supplier (when providing a Worker) can only charge Temp to Perm Transfer Fees as long as during the most recent Assignment of the relevant Worker, the Buyer has been made aware In Writing by the Supplier how to avoid being charged Temp to Perm Transfer Fees, and the Buyer has not followed this advice and taken the Worker on permanently.

8.2 **CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003**

8.2.1 The Supplier of the Worker can only charge Transfer Fees in accordance with The Conduct of Employment Agencies and Employment Businesses

Regulations 2003, where the transfer takes place within whichever is later of:

a) 14 weeks from the first date of supply of the first Assignment with the Buyer; or

b) 8 weeks from the end (the last day worked) of any Assignment

8.2.2 For the avoidance of doubt, if a or b of paragraph 8.2.1 is applied, then there is an understanding that the Assignment will come to an end.

8.2.3 If there has been more than one Assignment with a break of more than 42 days between Assignments, the later Assignment is then taken as the first Assignment.

8.2.4 Where the break is less than 42 days then the date of the first Assignment will be taken into account.

8.3 **Calculating Temp to Perm Transfer Fees**

8.3.1 Where Temp to Perm Transfer Fees are applicable, the Temp to Perm Transfer Fee payable will be calculated in accordance with Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details) and based on the agreed Supplier Fee charged for the Worker.

8.3.2 Where a Worker is taken on permanently by the Buyer after having been on an Assignment for a period of 12 weeks or longer, but no Notice Period was given, the Supplier may charge a Temp to Perm Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over the 4 week Notice Period.

8.3.3 Where a Worker is taken on permanently by the Buyer after having been on an Assignment for less than 12 weeks and no Notice Period was given, the Supplier may charge a Temp to Perm Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over a period of 12 weeks on a sliding scale basis as per Annex B.

8.4 **Worker Transfer Fee (Fixed Term Assignments)**

8.4.1 If a Buyer wishes to employ the Fixed Term Worker on an employee basis, then the Supplier may charge a Fixed Term Worker Transfer Fee, in

accordance with Framework Schedule 3 (Framework Prices) or Call-Off

Schedule 5 (Pricing Details) equal to the difference between the agreed fee payable for the Fixed Term Worker and the fee which would have been payable had the Worker worked for a period of 12 months (or 3 full school terms) for the Buyer; for example:

a) after 8 months of Fixed Term employment (the equivalent to 2 full school terms), if the Buyer wishes to take the Worker permanently

then the Supplier may charge a fee equal to the difference,

compared to 12 months (i.e. 4 months).

b) the Worker Transfer Fee will be due if the Worker is appointed permanently up to 6 months after the end of the Fixed Term

Assignment.

8.4.2 For the avoidance of doubt, the maximum Supplier Fee a Supplier shall charge a Buyer for a Fixed Term Assignment shall be a period of 12 months (or 3 full school terms), irrespective of the length of the Assignment.

|  |
| --- |
| **9. TIMESHEETS** |

9.1 The Supplier shall provide all Workers with access to a timesheet that must be used whilst on an Assignment.

9.2 The Supplier shall ensure that all timesheets are fully completed and legible, contain Worker pay details, and are completed electronically where possible by the Worker and approved by the Buyer.

9.3 The Supplier shall ensure all timesheets submitted by the Worker will be in accordance with Good Industry Practice and the latest guidelines regarding timesheets and/or specific measures to prevent fraud.

9.4 The Supplier will inform the Worker that hours recorded should be accurate and have been worked, and if it transpires that hours have not been worked, then any overpayment will be recovered, and if the Worker knowingly provided false or misleading information this may result in disciplinary action and consideration may be given to reporting the matter to appropriate authorities.

9.5 The Buyer shall undertake the necessary due diligence to ensure that the information provided on the timesheet is correct and accurate prior to approving the timesheet.

|  |
| --- |
| **10. PAYMENT TO THE WORKER** |

10.1 The Supplier shall ensure that the Worker is paid regularly, with payments to be made weekly where possible and on a monthly basis as a minimum.

10.2 The Supplier shall make enquiries to obtain a verified and approved timesheet to confirm that the Worker carried out the deliverables as requested by the Buyer.

10.3 The Supplier shall process each approved timesheet without delay and in accordance with government prompt payment policy when utilising either a supply chain or Umbrella Companies (when payrolling Workers):

https://www.gov.uk/guidance/prompt-payment-policy

10.4 The Supplier shall ensure compliance with the National Minimum Wage (NMW) and National Living Wage (NLW) legislation as required by the Buyer in relation to payment

Framework Ref: RM6238 Supply Teachers and Temporary Staff (STaTS) v.1 14

**Framework Schedule 1 (Specification)** Crown Copyright 2018

of Workers. The Supplier shall also ensure compliance with the Agency Worker Regulations (AWR) for any qualifying Worker. Buyers may require payment of Workers above those stipulated within NMW and NLW legislation:

https://www.gov.uk/national-minimum-wage-rates.

|  |
| --- |
| **11. WORKER CARE AND EXPERIENCE** |

11.1 The Supplier shall ensure Off Boarding of Workers is undertaken in a timely and professional manner.

11.2 The Supplier shall endeavour that post-Assignment feedback is provided to the Worker from the Buyer including but not limited to feedback on their performance.

11.3 The Supplier shall endeavour to provide feedback throughout the selection process to all Workers (whether successful or unsuccessful), in a timely and professional manner.

11.4 The Supplier shall endeavour to provide Continuous Professional Development (CPD) to the Worker to ensure that they develop and enhance their abilities.

|  |
| --- |
| **12. SAFEGUARDING AND PRE-EMPLOYMENT CHECKS** |

12.1 The Supplier shall ensure secure retention of all records in relation to safeguarding, in line with the Data Protection Act and General Data Protection Regulation (GDPR) as per paragraph 14.

12.2 The Supplier shall ensure that all requisite safeguarding and pre-employment checks have been undertaken as per paragraph 12.3 and a decision on the Worker’s suitability for the position offered / taken. Where required by the Buyer, the Supplier shall provide confirmation that the checks at paragraph 12.3 have been carried out and that a decision on suitability taken, shall be made available to Buyers prior to placing any Worker with a Buyer under this Framework Contract, in accordance with The School Staffing (England) Regulations 2009. This is to ensure that the Buyer’s engage Workers who have been recruited in accordance with Government policies, legislation and industry best practice, which includes robust background screening.

**The School Staffing (England) (Amendment) Regulations 2015**

https://www.legislation.gov.uk/uksi/2015/887/contents/made

12.3 The Supplier shall, before the start of an Assignment, conduct the following Worker safeguarding and pre-employment checks:

12.3.1 Face to face interviews, either in person or via video, which are required when the Worker first registers to enable the Supplier to check the full set of

required documentation, and which shall be kept on file in accordance with appropriate legislation; and

12.3.2 Identity and Proof of Address checks; and

12.3.3 Right to work check; and

12.3.4 Professional Registration/Qualification Checks; and

12.3.5 Ten year Employment History and a minimum of two Reference Checks covering the last two years, including the most recent or current employer and the most recent school-based employer where applicable; and

12.3.6 Appropriate DBS Checks (enhanced plus barred list for those in regulated activity, and enhanced for those with the opportunity for regular contact with children) undertaken annually at a minimum, whether by conducting a full check or by reviewing an update from the DBS update service where a Worker has subscribed to the DBS update service ensuring the Worker produces evidence of the DBS certificate as required by the Buyer. Where a worker has not subscribed to the DBS update service, encourage the Worker to subscribe to the DBS update service:

https://www.gov.uk/government/publications/handling-of-dbs-certificate information/handling-of-dbs-certificate-information; and

12.3.7 Overseas criminal record checks where the Worker has lived or worked outside of the UK for a period of six months or more within the past 5 years, or certificates of good character to enable any non-UK criminal record-related information to be identified. Where it proves impossible to obtain this

information (for example, in cases where the person must be resident in a country at the time of application), the Supplier must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer; and

12.3.8 where relevant for the role, a check to ensure the Worker is not subject to any current sanction or restriction imposed by the General Teaching Council for England prior to its abolition in 2012, or (for Workers engaging in teaching work) to any prohibition order imposed by the Secretary of State or EEA professional regulating authority imposed sanction, prohibition or restriction, or that the Worker is not disqualified from working with children under the Childcare (Disqualification) Regulations 2009; and

12.3.9 Rehabilitation of Offenders Act declarations.

12.4 The Supplier shall meet all safeguarding and pre-employment check costs and must conduct checks to determine the suitability of the Worker in accordance with the Department for Education ‘**Keeping Children Safe in Education**’ guidance. For the avoidance of doubt, if the Keeping Children Safe in Education guidance requires a standard above the requirements stipulated within paragraph 12.3, the Keeping Children Safe in Education guidance shall take precedence.

https://www.gov.uk/government/publications/keeping-children-safe-in-education--2

12.5 The Supplier shall ensure any costs for safeguarding and pre-employment checks shall not be passed on to the Buyer.

12.6 The Supplier shall retain on the Worker’s personnel records demonstrable evidence that the required information in respect of the relevant safeguarding and pre employment checks have been conducted on the potential Worker to ensure compliance with all relevant legislation, regulations, guidelines and the Call-Off Contract.

12.7 The Supplier shall ensure that it retains the Worker’s written permission for the relevant safeguarding and pre-employment checks to be undertaken and for the results to be retained in accordance with legislation by the Supplier and available to be viewed by CCS, other Government Departments and the agencies/public bodies, the Buyer and Accreditation Bodies managing the industry standard accreditation for validation, verification, inspection and audit purposes. For the avoidance of doubt, where the Supplier is using an umbrella company and the umbrella company is classed as the Work-Seeker, the Supplier shall ensure written permission is obtained from the person supplied for audit purposes. Any Worker who fails to provide his permission In Writing must not be introduced for a position with the Buyer under this Framework Contract.

12.8 The Supplier shall ensure all documents provided for validation are current and original, and are copied and held in a format that cannot be subsequently altered. The retained copy of the documents must be dated and properly validated by electronic means or otherwise.

12.9 For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Buyer, CCS and/or Accreditation Body to show that the relevant safeguarding and pre-employment checks have been conducted it will be in breach of the terms of this Framework Contract and the Supplier may have its appointment to the Framework Contract immediately suspended or terminated.

12.10 The Supplier shall ensure that the Worker is advised that they must immediately inform the Supplier if they are currently, or have been, subject to any kind of investigation or prosecution relating to a criminal act, and/or which could lead to a conviction or police caution, after the most recent DBS check was undertaken. Where appropriate, the Supplier shall inform the Buyer of this information so that they can make an informed decision as to whether the Assignment should continue.

12.11 The Supplier shall ensure its own staff are aware that the objective of validating and verifying the information provided by the Worker is to ensure that the information relates to that Worker, confirms that the Worker’s identity is genuine and relates to a real and living person, and establishes that the Worker owns and is rightfully using that information.

12.12 The information relating to the relevant safeguarding and pre-employment checks must be validated in the English language (unless otherwise requested by the Buyer) in order to enable an effective inspection and audit of the same and this information shall be retained in such a way that cannot be subsequently altered. Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Buyer) the information into English and In Writing.

12.13 Guidance on undertaking the safeguarding and pre-employment checks can be found at:

**DBS checks**

https://www.gov.uk/government/organisations/disclosure-and-barring-service

https://www.gov.uk/government/publications/dbs-identity-checking-guidelines https://www.gov.uk/criminal-record-checks-apply-role

www.gov.uk/government/publications/disqualification-under-the-childcare-act 2006

**Home Office Guidance**

https://www.gov.uk/government/publications/criminal-records-checks-for overseas-applicants;

**Eligibility of Right to Work in the UK**

https://www.gov.uk/government/organisations/uk-visas-and-immigration https://www.gov.uk/check-an-employees-right-to-work-documents

https://www.gov.uk/uk-visa-sponsorship-employers

https://www.gov.uk/government/publications/right-to-work-checks-code-of practice-on-avoiding-discrimination

**Teacher Status Checks**

https://www.gov.uk/guidance/teacher-status-checks-information-for-employers

12.14 If required by the Buyer, the Supplier shall confirm any Assignments through completion and submission of a Worker compliance checklist to the Buyer confirming that the Worker is compliant - a template of the information required can be found at Annex A.

12.15 The Supplier must, on an annual basis as a minimum, ensure ongoing compliance of the Worker with the safeguarding and pre-employment checks during the Assignment, including managing any changes in status with the checks undertaken prior to placement, such as change of address, in accordance with paragraph 12.3.

12.16 The Supplier shall inform the Buyer immediately where a Supplier receives or obtains information, which gives it reasonable grounds to believe that a Worker is unsuitable for the position with the Buyer for which the Worker is being supplied.

**Legislation**

**Education Act 2002 – Sections 141A and 141B**

http://www.legislation.gov.uk/ukpga/2011/21/section/8/enacted

**Safeguarding Vulnerable Groups Act 2006 – Section 35**

http://www.legislation.gov.uk/ukpga/2006/47/section/35

**Safeguarding Vulnerable Groups Act 2006 – Section 38**

http://www.legislation.gov.uk/ukpga/2006/47/section/38

12.17 The Supplier shall make its own staff aware of relevant industry standards to ensure the safeguarding of children requirements are maintained.

12.18 The Supplier shall ensure that it protects the Worker from any suspected fraud, malpractice or breach of legislation they may encounter, raising awareness of any such activities with an appropriate organisation such as JobsAware. JobsAware also helps raise awareness and combats criminal activities facing Suppliers within the recruitment industry.

Further information about Jobs Aware can be found at:

https://www.jobsaware.co.uk/

**Compliance with relevant policy and legislation**

12.19 The Supplier shall comply in all respects with all current as well as future legislation, regulations, guidelines, standards and codes of practice relevant to the Supplier and the provision of the deliverables.

12.20 If future safeguarding and pre-employment checks, as per this paragraph 12, are updated which impose more onerous obligations on the Buyer and the Supplier, it is acknowledged that the more onerous obligations will apply to the provision of the deliverables notwithstanding the provisions of the Call-Off Contract.

|  |
| --- |
| **13. INDUSTRY STANDARDS** |

13.1. To demonstrate that the Supplier has robust recruitment processes they shall first demonstrate that they hold a valid and current certificated industry standard accreditation from one of the approved Accreditation Bodies to provide the deliverables under this Framework Contract.

13.2. The list of approved Accreditation Bodies is below:

a) Association of Professional Staffing Companies (APSCo)

b) Neuven Audit Solutions

c) Recruitment and Employment Confederation (REC)

d) Standards in Recruitment (SiR)

and is also available at:

https://www.crowncommercial.gov.uk/agreements/RM6238

13.3. The industry standard certification from an approved Accreditation Body must be held by the Supplier responsible for the delivery of the deliverables under Lot 1 and Lot 2 of this Framework Contract.

13.4. The Accreditation Bodies will be responsible for auditing Suppliers to ensure compliance with Framework Schedule 1 (Specification). In accordance with paragraph 6 and 12 of this Schedule, Suppliers must provide Accreditation Bodies, Buyers and CCS access to the Worker files, including those employed by third party organisations such as Umbrella Companies, whenever requested.

13.5. The Supplier agrees to share details of any audit undertaken by any other government body in relation to the provision of Workers, including but not limited to the Employment Agency Standards Inspectorate (EAS) and HMRC.

|  |
| --- |
| **14. GENERAL DATA PROTECTION REGULATIONS** |

14.1. The Supplier shall ensure they, and (if applicable) their supply chain and Subcontractors, are compliant with the Data Protection Act and the General Data Protection Regulation (GDPR).

https://www.gov.uk/data-protection

**Data Protection Act 2018**

https://www.legislation.gov.uk/ukpga/2018/12/contents

|  |
| --- |
| **15. COMPLAINTS AND WHISTLEBLOWING POLICY** |

15.1 **Buyer Complaints Policy**

15.1.1 The Supplier shall operate a clear written complaints procedure for handling any complaints, omissions and oversights received from the Buyer about the provision of the deliverables and make this available to the Buyer.

15.1.2 The Supplier shall acknowledge any complaints made by the Buyer within a maximum of 2 Working Days of the complaint being received by the Supplier. The complaint shall be resolved by the Supplier within a maximum of 15 Working Days, or where the Buyer agrees In Writing, when a satisfactory resolution has been agreed which is mutually acceptable to both Parties if the complaint requires further investigation.

15.1.3 The Supplier shall provide comprehensive reports on all complaints to CCS and to the relevant Buyer(s) on a monthly basis or as requested by each of the Buyer(s). These reports shall include the date the complaint was received, date the complaint was resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint.

15.2 **Whistle-Blowing Policy**

15.2.1 The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing and without fear of reprisal.

The Public Interest Disclosure Act 1998 (the Act) states that, in general, Workers should be able to make disclosures about wrongdoing to their

employer, so that problems can be identified and resolved quickly within organisations. The Act gives legal protection to those who make certain types of disclosures.

Further information on whistleblowing for employees can be found on the gov.uk website link below:

https://www.gov.uk/whistleblowing

15.2.2 The Supplier shall ensure that the relevant policy is incorporated into their staff handbook.

|  |
| --- |
| **16. SOCIAL VALUE** |

16.1 Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts.

General information on The Social Value Act can be found at:

● https://www.gov.uk/government/publications/social-value-act-introductory-guide Recently updated social value themes for public bodies can be found at:

https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account of-social-value-in-the-award-of-central-government-contracts

For Lot 1 of this Framework Contract, the Social Value theme of Tackling economic inequality will be enabled by the following:

● Supporting greater collaboration throughout the supply chain through the provision of transparent pricing by the Supplier to the Buyer as set out in paragraph 7.2 and 7.3 of this Framework Schedule 1 (Specification); and

● Supporting Entrepreneurship, growth and business creation, and Diverse supply chains, through the use of the Agency Selection Tool to identify local Suppliers with branches in close proximity to the Buyer using postcode data, as set out in paragraph 2.2 of this Framework Schedule 1 (Specification).

16.2. The following Social Value priorities are intrinsic to the Specification for Lot 2.1, Lot 2.2, Lot 3 and Lot 4 of this Framework Contract:

● COVID-19 Recovery (16.4)

● Tackling Economic Inequality (16.5)

● Equal Opportunity (16.6)

● Wellbeing (16.7)

● Fighting Climate Change (16.8)

16.3 Buyers may identify further specific Social Value priorities based on the updated social value themes during a Call-Off Procedure which are aligned with the areas we have identified (in conjunction with Buyers) in this Framework Schedule 1 (Specification).

**16.4 COVID-19 Recovery**

The Supplier shall support the COVID-19 Recovery Strategy

https://www.gov.uk/government/publications/our-plan-to-rebuild-the-uk-governments-covid 19-recovery-strategy/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy by conducting or enabling contributions and activities that;

i) improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions;

ii) provide support and protections to those who are at risk of being worst affected, those who are shielding and those whose physical and mental health has been affected; and

iii) create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.

**16.5 Tackling Economic Inequality**

16.5.1 The Supplier shall support the creation and delivery of diverse supply chains to promote innovation, increase sustainability and drive value for money for customers. The Supplier shall build supply chain diversity through:

a) increasing awareness and accessibility via promotion of opportunities;

b) implementation of processes that support the participation of new businesses and entrepreneurs, start-up’s, Micro, SME’s, VCSE’s, Social Enterprises (SE’s) and Mutuals;

c) ensuring prompt payment throughout supply chains in accordance with Paragraph 4 (Pricing and Payments) of the Core Terms;

d) supporting the capability, growth and development of supply chain members, through collaboration and the provision of advice and training, to build resilience within supply chains; and

e) demonstrating action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

16.5.2 The Supplier shall measure and report on their supply chains, including the number, value and percentage of total contract spend of opportunities awarded to SME’s, VCSE’s and Mutuals in accordance with Joint Schedule 12 (Supply Chain Visibility)

16.5.3 The Supplier shall address and manage the risk of labour standards violations in the supply chain. The Supplier shall be aware of and adhere to;

a) where applicable, the International Labour Organization (“ILO”) Forced Labour Protocol;

b) where applicable, OECD Guidelines on Conflict Minerals

http://www.oecd.org/daf/inv/mne/mining.htm; and

c) 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

16.5.4 The Supplier shall create training and employment opportunities within local communities, particularly in areas of skills shortages, for those who face barriers to employment and/or who are located in deprived areas.

Support may be provided via a range of activities, including but not limited to; i) Apprenticeship and work experience placements;

ii) Part-time and full-time employment and flexible working opportunities;

iii) Supporting individuals to fulfil their potential with further education,

employment or training e.g. coaching, mentoring, CV and interview skills;

iv) Providing funded training and professional development opportunities for existing employees; and

v) Offering a range of employee assistance schemes

**16.6 Equal Opportunity**

16.6.1 The Supplier shall provide employment and skills development opportunities for disabled people, and provide in-work progression opportunities to support people, including those from disadvantaged or minority groups, to develop new skills and progress into higher paid work. Support may be provided via a range of activities, including but not limited to those listed at 16.5.4.

16.6.2 The Supplier shall have a fair and equal pay policy and aim to pay all employees the National Living Wage, irrespective of age, where the same role is being performed. The Supplier shall ensure compliance with the National Minimum Wage and National Living Wage legislation https://www.gov.uk/national-minimum-wage-rates.

16.6.3 The Supplier shall demonstrate progression towards equalising any gender pay gap and organisations with 250 or more employees shall publish and report specific figures about their gender pay gap.

16.6.4 Where required by a Buyer, the Supplier shall provide suitable software to meet diverse user needs and comply with accessibility requirements. This may include visual, auditory, physical, speech, cognitive, language, learning, behavioural or neurological impairment, as well as the needs of users for whom English is not their first language.

16.6.5 The Supplier shall work to improve the experience of service users with specific diversity profiles or needs by undertaking staff sensitivity training, fostering a culture of respect for Buyers of diverse profiles and ensuring accessibility, including but not limited to, the supplier’s website and any mobile applications. Websites and applications designed to deliver the service shall meet WCAG 2.1 AA accessibility standards

https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag

16.6.6 Where required by a Buyer, the Supplier shall provide an accessibility statement for Services provided under a Call-Off Contract.

16.6.7 The Supplier shall, where required, maintain an accessibility policy and identify (and where requested provide the details to Buyers) a role or department within their organisation with responsibility for the policy.

16.6.8 The Supplier shall comply with the provisions of the Supplier Code of Conduct

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_da ta/file/779660/20190220-Supplier\_Code\_of\_Conduct.pdf

and the standards set out in Joint Schedule 5 (Corporate Social Responsibility), reporting within Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 3 (Continuous Improvement) requirements. Suppliers shall further support the elimination of modern slavery throughout their supply chains by;

a) ensuring compliance with the Modern Slavery Act 201

http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted; and

b) completing the Modern Slavery Assessment Tool on an annual bais as directed by CCS https://supplierregistration.cabinetoffice.gov.uk/msat. The Supplier shall make the outcomes of their Modern Slavery Assessment available to the Buyer when requested.

**16.7 Wellbeing**

16.7.1 The Supplier shall positively support and impact individual wellbeing and contribute to transforming local communities in a real and sustainable manner through activities including, but not limited to;

i) promoting staff health and wellbeing, including providing training and activities to support mental and physical health;

ii) ensuring that, as a minimum, all legislative requirements are adhered to for employees working from home, including health and safety reviews and home working assessments;

iii) providing inclusive and accessible recruitment activities, which are

promoted within local communities; and

iv) collaborating within communities to support integration, including initiatives to support vulnerable members of society and address social issues.

**16.8 Fighting Climate Change**

16.8.1 The Supplier shall deliver additional environmental benefits in the performance of this contract to increase sustainability and support carbon reduction plans

https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts, including;

a) considering the impacts of business processes on the environment and taking measures to reduce these and work towards net zero greenhouse gas emissions;

b) supporting Buyers, where required, to reduce their impact on the environment via innovative solutions; and

c) supporting communities through the delivery of this contract to reduce their impact on the environment

**16.9 Measurement and reporting**

16.9.1 a) The Supplier is required to develop and maintain a plan throughout the life of the Framework Contract detailing how they will contribute to the overall achievement of our Social Value priorities. For the avoidance of doubt:

i) The Social Value commitments and targets made during the Call-Off Procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver;

ii) Social value forms part of the quality criteria and will be evaluated

independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of Supplier overall tender submission;

iii) The Supplier may be asked to provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the Call-Off Contract; and

iv) Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.

b) Delivering Social Value

i) The Supplier shall manage, measure and report on the delivery of Social Value throughout the life of all Call-Off Contracts under this Framework Agreement;

ii) The Supplier shall provide an annual Social Value Delivery Statement to CCS detailing the Social Value that has been delivered through Call-Off Contracts under this Framework; and

iii) As part of the Civil Society Strategy implementation CCS reserves the right to publish information on the delivery of Social Value through this Framework and may contact suppliers requesting case studies for the purpose of

increasing awareness and sharing knowledge.

|  |
| --- |
| **17. ADDITIONAL DELIVERABLES (LOT 2.1, LOT 2.2, LOT 3 AND LOT 4)** |

**Technology Solution**

17.1 a) The Supplier shall implement a technology solution to deliver the Managed Services under the Call-Off Contract and enable efficiencies, which shall as a minimum;

i) enable the Buyer to fill urgent and non-urgent requirements;

ii) enable effective on-boarding and performance management of Workers; iii) provide compliance with GDPR legislation; and

iv) enable efficient processing of timesheets and consolidation of invoicing.

b) The Supplier may include innovative processes within the technology solution to improve usability, including but not limited to;

i) access to pre-placement compliance documentation to demonstrate compliance with paragraph 12 of this Framework Schedule 1 (Specification);

ii) transparent ratings/reviews for workers from previous assignments; iii) optimised job matching capabilities for the role and the worker;

iv) the function to recruit multiple roles in one booking;

v) structured assignment lengths;

vi) retained history for ease of repeat bookings;

vii) visibility of real time availability of workers, including those from supply chain members;

viii) ability to review skills and experience to invite candidates to interview; ix) provision of direct access to the worker for talent pool opportunities; x) illustrative breakdown of the total charge rate for increased transparency; xi) skills assessments/testing;

xii) full direct onboarding;

xiii) payrolling services;

xiv) online support;

xv) ability to integrate with the Buyer’s existing technologies; and

xvi) incorporation of the Buyer’s policies for ease of access.

**Implementation and Performance Management**

17.2 The Supplier shall deliver a draft Implementation Plan for Approval on or before the commencement date of the Buyer’s Call-Off Contract, when requested by the Buyer. The Supplier shall ensure the draft Implementation Plan includes the following:

i) sufficient detail to manage the implementation of the Buyer’s Call-Off Contract effectively, including;

ii) the resource the Supplier will put in place to manage the Managed Services under the Call-Off Contract;

iii) plan for communication before, during and after implementation of the Managed Services under the Call-Off Contract, including branding and marketing of the service;

iv) proposals for implementation of the Managed Services under the Call-Off Contract to each Buyer, as relevant, either by school, cost centre code or as requested by the Buyer;

v) a schedule of tasks to be undertaken, against set timescales, which will identify the responsibilities of both the Buyer and the Supplier in implementing the Managed Services under the Call-Off Contract. Such tasks may include but not be limited to, details of job descriptions and Worker specifications for the roles required, drafting and preparation of guidance documents for delivering appropriate training on technology for users;

vi) details of Key Performance Indicators, as agreed by the Buyer and the Supplier, including how these will be measured;

vii) plan for obtaining/defining baseline information against which service improvement and financial savings (direct and indirect) can be measured. This baseline will be the most recent Financial Year prior to the commencement date of the relevant Call-Off Contract and the baseline data shall be shared with the Buyer;

viii) support for Buyers to improve long term planning, recruitment and retention of the workforce in a changing market;

ix) plan for transitioning the Buyer’s current supply chain of Employment Businesses and Employment Agencies to the Call-Off Contract at no cost to the Buyer; and

x) plan for the selection and appointment of additional supply chain members, if required by the Buyer.

17.3 The Supplier shall create the draft Implementation Plan within timescales to be agreed with the Buyer prior to the commencement of the Call-Off Contract

17.4 The Supplier shall monitor the performance of the Managed Service jointly with the Buyer against the Implementation Plan once the draft Implementation Plan has been approved by the Buyer and resolve any complaints, including on behalf of the supply chain, as per paragraphs 4 and 15 of this Framework Schedule 1 (Specification).

17.5 The Supplier shall be required to organise and deliver a small number of workshops for the Buyer at no extra cost to the Buyer or the attendees, to promote and market the new service arrangements during the implementation of any Managed Service solution, unless advised differently by the Buyer.

17.6 The Supplier shall deliver regular training on the technology solution to users as required by the Buyer, and provide contingency plans in the event of a system failure to ensure requirements can be met.

**Supply Chain Management**

17.7 The Supplier shall audit the Buyer’s Worker requirements prior to the implementation of the Call-Off Contract (where the Buyer has not previously engaged with the Supplier), taking into account any TUPE implications where applicable. Where a Managed Service is currently in operation with a previous supplier, the Buyer will provide the Supplier with the relevant historical data detailing the previous requirements for Workers from such a previous supplier including number of hours per annum and job descriptions prior to implementation of a Call-Off Contract.

17.8 The Supplier shall adopt the Buyer’s existing supply chain by on boarding so that those Employment Businesses (or Employment Agencies as relevant) currently utilised by the Buyer can continue to introduce Workers for roles that the Buyer wishes to fill, subject to agreement with the Employment Business or Employment Agency concerned and working within the rates agreed within Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details).

17.9 In the event that the Supplier considers that an Employment Business from the Buyer’s existing supply chain does not, or is unable to, meet the requirements of the Framework Contract or that Employment Business (or Agency as relevant) refuses to accept the terms and conditions of the Supplier Call-Off Contract, then the Supplier will inform the Buyer of their intention to remove that Employment Business or Employment Agency (as relevant) from the Buyer’s existing supply chain.

17.10The Supplier shall ensure that they have the Buyer’s approval of the supply chain prior to delivering through supply chain partners.

17.11The Supplier shall implement the technology solution within the supply chain, providing training as required, and implement processes to ensure that supply chain members complete mandatory compliance and safeguarding checks, as per paragraph 12 of this Framework Schedule 1 (Specification), and meet all relative legislative requirements.

17.12The supplier shall ensure prompt payment of the supply chain in accordance with Paragraph 4 (Pricing and Payments) of the Core Terms.

17.13The Supplier shall be responsible for introducing all Workers for hire or for Fixed Term engagement as ordered by the Buyer, and in accordance with this Framework Schedule 1 (Specification).

17.14The Supplier shall cooperate with the Buyer in good faith and will take action as necessary for the efficient transmission of information and instructions to enable both the Buyer and the Supplier to derive the full benefits of the Call-Off Contract.

**Value Added Services**

17.15The Supplier may deliver additional benefits to the Buyer via the Managed Services under the Call-Off Contract, which may include but not be limited to;

i) increased efficiencies and streamlined processes;

ii) increased opportunities of filling vacancies;

iii) improved workforce planning to reduce future reliance on temporary staffing; iv) improved visibility of past and future requirements through enhanced reporting; v) increased value for money and a reduction in the average cost to hire; vi) increased access to and retention of quality workers;

vii) reduced competition with other local schools; and

viii) increased brand awareness through effective marketing.

17.16The Supplier shall keep abreast of sector specific challenges and take steps to proactively support the Buyer to minimise the effects of these where possible.

17.17The Supplier shall provide feedback to the Buyer and CCS in the event that they are unable to bid in any further competition for a Managed Service Call-Off Contract, providing reasons for their inability to bid.

**ANNEX A: RM6238 WORKER COMPLIANCE CHECKLIST**

The Supplier shall provide the Buyer with a completed Worker compliance checklist containing the information set out in the attachment below when confirming a booking:

|  |  |  |  |
| --- | --- | --- | --- |
| **CCS Framework Title**  | Supply Teachers  | **CCS Framework Reference**  | **RM6238** |
| **Buyer’s name** **(location)**  | School name  | **Buyers reference no. (if provided)**  | 000000000000 |
| **Job Title**  | Teacher  | **Subject** **Specialist**  | Geography |
| **Placement date from**  | DD/MM/YYYY  | **Placement** **date to**  | DD/MM/YYYY |
| **Proposed** **Working** **Pattern** | Working days; start/finish times | **Total number of days booked**  | 0 |

|  |  |  |
| --- | --- | --- |
| **Worker’s full name**  | Jane Doe Smith  | **Recent photograph** |
| **Does the Worker have the relevant skills and knowledge appropriate for the role?** | Yes / No |  |
| **Worker Charge Rate**  | **(Pre AWR)**  | **(Post** **AWR)** |
| **Agency fee**  | £00.00 |
| **Total daily charge excl. VAT** | £00.00  | £00.00 |
| **Worker Payment Type**  | PAYE / Ltd Co / Umbrella |
| **Employment Checks**  | **Confirmation checks completed pre-placement / Additional comments** |
| **Identity**  | Yes / No |
| **Right to Work**  | Yes / No |
| **QTS / QTLS Compliant Checks**  | Yes / No / Not Applicable - Regulatory Body & Number  |
| **Employment History & References**  | Yes / No |
| **Criminal Record Check (DBS)**  | Yes / No – Disclosure Type & Number, Date Issued |
| **DBS Barred list Check** |  |
| **Prohibition/Sanction** |  |
| **Additional** **information** **as required by the** **Buyer** | Extra Mandatory Training? Specific Skills/Experience required? |

The above named worker has been submitted by the Supplier for consideration in the provision of the deliverables

i) in response to a request from the Buyer

ii) has undergone all of the necessary and appropriate pre-employment screening checks as required by the Framework Contract for the provision of Supply Teachers to ensure their compliance prior to supply; and

iii) shall be charged in accordance with the Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details) to the Framework Contract.

|  |  |
| --- | --- |
| **Supplier Name** |  |
| **Name**  |  | **Position** |  |
| **Signature**  |  | **Date**  | DD/MM/YYYY |

**ANNEX B: TRANSFER FEE: SUPPLIER FEE SLIDING SCALE**

****

**ANNEX C: TYPES OF SCHOOLS**

There are currently 24,413 schools in England, as per the school census from January 2021.

**State-funded primary schools and state-funded secondary schools** – Primary schools typically accept pupils aged 5-10 and secondary schools aged 11 and above, but there are increasing numbers of **all-through schools,** who take pupils of all compulsory school ages. These schools include academies and free schools and are included in the totals for secondary schools.

**State-funded special schools** – these are schools which provide tailored provision for pupils with special educational needs.

**Alternative provision** these are education settings for children unable to attend a mainstream school. Local authority maintained establishments providing alternative provision, are often referred to as **pupil referral units.** Local authorities can also fund places not maintained by the local authority. Alternative provision is covered in more detail in the “Pupil referral units and alternative provision” section below.

**Independent schools and Non-maintained special schools –** these are registered schools which do not receive government funding. They often charge fees for pupils to attend.

**State-funded nursery** – these are nurseries maintained by the local authority in which they operate. Other nurseries, such as private and voluntary nurseries, are not included in the school census. Schools with a nursery attached will complete the school census as a school rather than as a nursery.

**Framework Schedule 2 (Framework Tender)**

**[Insert** Supplier Framework Tender response**]**

**Framework Schedule 3 (Framework Prices)**

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 maximums that the Supplier may charge) under each Call Off Contract; and
		2. 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;
	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.
2. **How Framework Prices are calculated**
	1. The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.
3. **When the Supplier can ask to change the Framework Prices**
	1. The Framework Prices will be fixed for the first **two** years following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**").  After this Framework Prices can only be adjusted on each 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 an increase.  If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
	3. Any notice requesting an increase 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 increase including:
			1. a breakdown of the profit and cost components that comprise the relevant Framework Price;
			2. details of the movement in the different identified cost components of the relevant Framework Price;
			3. reasons for the movement in the different identified cost components of the relevant Framework Price;
			4. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
			5. evidence that the Supplier’s profit component of the relevant  Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
	4. CCS shall consider each request for a price increase.  CCS may grant Approval to an increase at its sole discretion.
	5. Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.
4. **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);and
		4. a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

**Annex 1: Rates and Prices**

**Table 1: Fixed Prices**

The rates below shall not be subject to variation by way of Indexation

|  |  |
| --- | --- |
| **Framework Price** | **Fixed Framework Price (£)** |
| [e.g. M3] |  |
| [e.g. SC3] |  |

**Framework Schedule 4 (Framework Management)**

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Supplier Framework Manager"** | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and
 |
| **"Supplier Review Meetings"** | 1. has the meaning given to it in Paragraph 3.9 of this Schedule.
 |

1. **How CCS and the Supplier will work together**
	1. The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract 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 Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.
2. **Framework Management**

**Framework Management Structure**

1. The Supplier shall provide a suitably qualified nominated contact (the "**Supplier Framework Manager**") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
2. The Supplier shall put in place a structure to manage this Contract inaccordance with Framework Schedule 1 (Specification) and the Performance Indicators.
3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
4. Following discussions between the Parties following the Framework Start Date, where requested by CCS the Supplier shall produce and issue to CCS a draft supplier action plan (the **"Supplier Action Plan"**).  CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

1. The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come intoeffect within two weeks from receipt by the Supplier of CCS’s notification.
2. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
3. The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
	1. Dun and Bradstreet risk failure score monitoring;
	2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
	3. invoice payment performance; and
	4. verification of required accreditations & certifications.
4. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

**Supplier Review Meetings**

1. Regular performance review meetings will take place at CCS’s premises throughout the Framework Contract Period **("Supplier Review Meetings")** at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less)**.**  The Parties shall be flexible about the timings of these meetings.
2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
3. CCS may ask the Supplier to discuss any instances known to the Supplier where any Other Contracting Authority decided not to use this Framework Contract for their order.
4. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

1. **How the Supplier’s Performance will be measured**
	1. The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| **FRAMEWORK MANAGEMENT** |
| MI returns: All MI returns to be accurate and returned to CCS by the fifth working day of each month |  **100%** | Confirmation of receipt and time of receipt by CCS (as evidenced within CCS’s management information system) |
| All invoices to be paid within 30 calendar days of issue | **100%** | Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS’s finance system) |
| Compliance requirement in accordance with paragraph 3.7 of this Framework Schedule 4 (Framework Management):Evidence provided to CCS within two Working Days | **100%** | Confirmation by receipt by CCS  |
| Actions identified in an audit by an Accreditation Body or other party to be delivered by the dates set out in the audit report | **100%** | Confirmation by CCS of completion of the actions by the dates identified in the audit report |
| Updates to the Supplier’s office/branch locations provided to CCS within five Working Days  | **100%** | Confirmation by receipt by CCS  |
| Marketing: Provide evidence of marketing annually at a minimum | **100%** | Confirmation by receipt by CCS  |

1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
2. CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
3. CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.
4. **What the Supplier must do to measure their performance**
	1. The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
		1. tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
		2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
	2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
	3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.
5. **What to do if CCS and the Supplier can’t agree about the performance**
	1. In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
	2. In cases where CCS Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
6. **Marketing**
	1. The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

**How the Supplier must contribute to CCS publications**

1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
2. Such information shall be provided in such form and at such time as CCS may request.
3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

**What Suppliers can say in its own publications**

1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party 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 or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.
5. **Where CCS might oversee parts of the Call-Off Contracts**
	1. CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off  Contract:
		1. Call-Off Schedule 3 (Continuous Improvement);
		2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
		3. Call-Off Schedule 9 (Security); and
		4. Call-Off Schedule 16 (Benchmarking).

 (the **"Supported Schedules"**)

**How the Supplier must support CCS involvement**

1. The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:
	1. provision of information;
	2. allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
	3. such other matters as CCS may notify to the Supplier from time to time.

**Where CCS might manage the process for Buyers collectively**

1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
	1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
		1. adopt a policy of continuous improvement in relation to the Deliverables;
		2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
	2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
		1. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and

1. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Contracts.
2. Call-Off Schedule 9 (Security) - the Supplier shall:
	1. create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
	2. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Contracts.
3. Call-Off Schedule 16 (Benchmarking) - the Supplier:
	1. shall notify CCS in the event that any benchmarker is appoint in respect of any Call Off Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Contracts;
	2. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;
	3. agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

**Framework Schedule 5 (Management Charges and Information)**

1. **How to provide management information to CCS**
	1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
	2. The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version.  CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

**2   Reporting period**

2.1   **MI Reports** must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. 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, i.e. when the Order is received.

1. **Submitting the information**
	1. MI Reports shall be completed electronically and uploaded to the CCS data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>
	2. MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
	3. CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
	4. Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
	5. The Supplier shall:

3.4.1 promptly after the Framework Start Date provide an email and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.4.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

1. **How CCS can use the Management Information**
	1. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
		1. use and to share with any Buyer, Other Contracting Authority 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 for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

1. CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
2. Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

1. **Paying the Management Charge**
	1. The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.
	2. The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

1. **What happens if the Management Charge is not paid?**

6.1    Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;

6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or

6.1.4  terminating this contract.

1. **What happens if the Management Information is wrong?**
	1. If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due.  Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
	2. Following an **MI Failure,** CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report.  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.  If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

**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 Fee(s) with respect to any MI Failures as they arise in subsequent Months.
2. 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 provide Management Information as required by this Contract.

1. **What happens if Management Information Reports are not provided?**
	1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
		1. charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
		2. suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
		3. terminate this Contract.

1. The Default Management Charge shall be the higher of:
	1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period 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).

1. If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
	1. the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
	2. the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**

RM6238 MI Reporting Template

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER:       **[Insert** if known]

SID4GOV ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Retain the highlighted Bronze Contract wording below only if this is applicable to this Call-Off Contract]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number RM6238 for the provision of Supply Teachers and Temporary Staff.

 CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

CALL-OFF INCORPORATED TERMS

**[**This is a Bronze Contract.**]**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6238**
3. The following Schedules in equal order of precedence:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Joint Schedule 7** and **Call-Off Schedule 8** contain optional terms which can be switched on by including the wording in the list below. These optional terms are for use where the Call-Off Contract is a Bronze Contract only. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for RM6238
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ [Joint Schedule 6 (Key Subcontractors) ]
	+ [Joint Schedule 7 (Financial Difficulties)] [including Annex 5 – Optional Terms for Bronze Contracts]
	+ [Joint Schedule 8 (Guarantee) ]
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility) ]

* Call-Off Schedules for **[Insert** Call-Off reference number]
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ [Call-Off Schedule 5 (Pricing Details) ]
	+ [Call-Off Schedule 6 (ICT Services) ]
	+ [Call-Off Schedule 7 (Key Supplier Staff) ]
	+ [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)] [amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule]
	+ [Call-Off Schedule 9 (Security)   ]
	+ [Call-Off Schedule 10 (Exit Management) ]
	+ [Call-Off Schedule 12 (Clustering) ]
	+ [Call-Off Schedule 13 (Implementation Plan and Testing) ]
	+ [Call-Off Schedule 14 (Service Levels)]
	+ [Call-Off Schedule 15 (Call-Off Contract Management) ]
	+ [Call-Off Schedule 16 (Benchmarking) ]
	+ [Call-Off Schedule 17 (MOD Terms) ]
	+ [Call-Off Schedule 18 (Background Checks) ]
	+ [Call-Off Schedule 19 (Scottish Law) ]
	+ [Call-Off Schedule 20 (Call-Off Specification) ]
	+ [Call-off Schedule 21 (Northern Ireland Law)  ]
	+ [Call-Off Schedule 23 (HMRC Terms) ]
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6238
3. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: **[Inset** Day Month Year]

CALL-OFF EXPIRY DATE: **[Inset** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is: **[Insert duration:** one Month]

A Critical Service Level Failure is: [**Buyer** to define]

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

**Framework Schedule 7 (Call-Off Award Procedure)**

**Part 1: Order Procedure**

1. **How a Call-Off Contract is awarded**
2. If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
3. If the potential Buyer can determine that:
	1. its Deliverables can be met by the Suppliers’ catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
	2. all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

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 this Contract and the potential Buyer:
	1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
	2. needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

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

1. **How a direct award works**
	1. Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:
		1. develop a clear Statement of Requirements;
		2. apply the direct award criteria to the Suppliers’ catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and
		3. on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.

1. **How a further competition works**

**What the Buyer has to do**

1. The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
	1. develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
	2. amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
	3. invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
		1. if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 3; or
		2. if an Electronic Reverse Auction is not used, the Buyer shall:
			1. invite the Suppliers identified in accordance with Paragraph 3.1.1 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 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 Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
	5. on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
		1. state the Deliverables;
		2. state the tender submitted by the successful Supplier;
		3. state the Charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
		4. incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
	6. provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

**What the Supplier has to do**

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 CCS and the Buyer with either:

1. a statement to the effect that it does not wish to tender in relation to the Deliverables; 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 (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
	3. a proposal covering the Deliverables;
	4. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
	5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
3. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the charging structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
4. 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 ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
	2. 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.
5. **No requirement to award**
	1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.
6. **Who is responsible for the award**
	1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
		1. the conduct of Buyer in relation to this Contract; or
		2. the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.
7. **Awarding and creating a Call-Off Contract**
	1. Subject to Paragraphs 1 to 5 above, a Buyer may award a Call-Off Contract with 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 Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
	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 Contract.
	3. On receipt of an order form as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
	4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.
8. **Awarding and creating an Exempt Call-off Contract**
	1. Paragraph 1 above shall not apply to an Exempt Buyer.
	2. If a potential Exempt Buyer decides to source Deliverables through this Framework Contract, it will award an Exempt Call-off Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 7 and in accordance with any legal requirements applicable to that potential Exempt Buyer.
	3. A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 2 above as modified by Paragraph 7.4 below or through a Further Competition Procedure in accordance with Paragraph 3 as modified by Paragraph 7.5 below.
	4. Notwithstanding the procedure set out in Paragraph 2 above, if the potential Exempt Buyer can determine that:
		1. its Deliverables can be met by the Supplier’s catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
		2. the Supplier will accept any required Exempt Procurement Amendments,

then the Exempt Buyer may award an Exempt Call-off Contract to that Supplier in accordance with Paragraph 6 above.

1. If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 3 above as modified by this Paragraph 7.5. In that case, references to “the Regulations” in Paragraph 3 above shall be read as references to “any legal requirements applicable to that potential Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.
2. Paragraphs 7.1 to 7.5 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Call-Off Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

**Part 2: Award Criteria**

1. This Part 2 lays out award criteria for direct award (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

**Annex A: Direct award criteria**

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

**Lot 1**

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| Price (Worker Charge Rate & Supplier fee on suitable and available Worker) | 100 |

**Lot 2**

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| **Quality**Which may include, but not limited to, the following criteria:* Relationship Management
* Approach to Delivery of the Services
* Implementation
* Assurance of supply
* Supply Chain Partnerships
 | 30-60 |
| **Commercial Benefit**Which may include, but not limited to, the following criteria:* Added Value / Innovation
* Recruitment and Retention
* Implementation Plan
* Savings Initiatives
 | 10-30 |
| **Social Value**Which may include, but not limited to, the following criteria:* Covid-19 recovery
* Tackling economic inequality
* Fighting Climate Change
* Equal Opportunity
* Wellbeing
 | 10-30 |
| Technology Solution | 0-20 |
| After sales service and technical assistance | 0-10 |
| Price | 20-50 |

**Annex B: Further Competition Award Criteria**

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

**Lot 1**

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| **Quality**Which may include, but not limited to, the following criteria:* Relationship Management
* Assurance of supply
* Coverage capacity
* Feedback on performance of Workers

  | 20-50 |
| **Commercial Benefit**Which may include, but not limited to, the following criteria:* Added Value / Innovation
* Recruitment and Retention
* Implementation Plan
* Savings Initiatives
 | 0-20 |
| **Social Value**Which may include, but not limited to, the following criteria:* Tackling economic inequality
* Equal Opportunity

  | 10 |
| Price | 40-70 |

**Lot 2**

|  |  |
| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| **Quality**Which consists of the following criteria:* Relationship Management
* Approach To Delivery Of The Services
* Implementation
* Assurance of supply
* Supply Chain Partnerships
 | 30-60 |
| **Commercial Benefit**Which consists of the following criteria:* Added Value / Innovation
* Recruitment and Retention
* Implementation Plan
* Savings Initiatives
 | 10-30 |
| **Social Value**Which consists of the following criteria:* Covid-19 recovery
* Tackling economic inequality
* Fighting Climate Change
* Equal Opportunity
* Wellbeing
 | 10-30 |
| Technology Solution | 0-20 |
| After sales service and technical assistance | 0-10 |
| Price | 20-50 |

**Framework Schedule 8 (Self Audit Certificate)**

**[Supplier guidance:** You must ensure that this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract RM6238 entered into on [**Insert** Framework Start Date dd/mm/yyyy] between [**Insert** Supplier name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [**Insert** Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.

2. We have tested a sample of 15 Orders and related invoices during our audit for the Contract Year ending [**Insert** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.

3. We have tested a sample of 15 Orders and related invoices:

* for the same or similar Deliverables
* for the UK public sector
* not supplied under the Framework Contract
* during our audit for the Contract Year ending [**Insert** dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:

* the methodology used of the review
* the sampling techniques applied
* details of any issues identified
* remedial action taken

Name:………………………………………………………

Signed:…………………………………………………….

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

**Framework Schedule 9 (Cyber Essentials Scheme)**

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Cyber Essentials Scheme"** | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/>  |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis  of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials Certificate"** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |

1. **What Certification do you need**

2.1 Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the execution of the first Call-Off Contract the Supplier shall provide a valid Cyber Essentials Certificate to CCS. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to Process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to Process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contact Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier    Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each  anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.