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

**Call-Off Contract –with the ability to add Buyer Unique Lines**

**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]

APPLICABLE FRAMEWORK CONTRACT

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

It’s issued under the Framework Contract with the reference number [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

CALL-OFF INCORPORATED TERMS

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) **[Insert** framework reference number]
3. Framework Special Terms
4. 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. **Call-Off Schedule 8** contains 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 Critical Services Contract only. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **[Insert** framework reference number]
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 5 (Processing Data)
  + Joint Schedule 6 (Supply Chain Visibility)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 8 (Guarantee);
* Call-Off Schedules for **[Insert** Call-Off reference number]
  + Call-Off Schedule 1 (Clustering)
  + Call-Off Schedule 2 (MOD Terms)
  + Call-Off Schedule 3 (Background Checks)
  + Call-Off Schedule 4 (Scottish Law)
  + Call-Off Schedule 5 (Northern Ireland Law)
  + Call-Off Schedule 6 (HMRC Terms)
  + Call-Off Schedule 7 (Staff Transfer)
  + Call-Off Schedule 8 (Corporate Resolution Planning)

1. CCS Core Terms (version 3.0.11)

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 Call-Off Special Terms (which follow this Order Form) are incorporated into this Call-Off Contract:

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

CALL-OFF EXPIRY DATE: One year following the Call-Off Start Date

[***Note: expiry date to be a maximum of one year following the start date]***

EXTENSION PERIOD***: Not applicable***

CALL-OFF INITIAL PERIOD: **Not applicable**

CALL-OFF DELIVERABLES

Refer to Call-Off Special Terms

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract shall be as follows (and the Core Terms shall be construed accordingly for the purposes of this Call-Off Contract):

1. The Supplier’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is:

1.1 for any loss or damage to Buyer premises, property or other assets (excluding Personal Data or any other data) that is caused by any default, act or omission of the Supplier occurring in each Contract Year shall be no more than [£10 million].

1.2 for all other losses is no more than the greater of [£5 million or 150% of the Estimated Yearly Charges].

1.3 The Buyer’s total aggregate liability in each Contract Year under this Call-Off Contract shall be no more than the greater of [100%] of the Estimated Yearly Charges

1.4 Notwithstanding Clause 11.4 of the Core Terms, but subject to the above and any remaining provisions in Clause 11 of the Core Terms, the Supplier acknowledges that the Buyer may recover from the Supplier the following losses incurred by the Buyer to the extent that they arise as a result of a default of the Supplier:

1.4.1 any additional operational and/or administrative costs incurred by the Buyer in dealing with the consequences of a Supplier default;

1.4.2 any wasted expenditure;

1.4.3 any compensation or interest paid by the Buyer to a third party;

1.4.4 any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty;

1.4.5 any loss or damage caused to the Buyer’s reputational standing.

The Estimated Year 1 Charges used to calculate liability during the term of this Contract is **[Insert** estimated charges in the first 12 months of the Contract or for the Contract term if shorter. The Buyer must always provide a figure here]

CALL-OFF CHARGES

Refer to Call Off Special Terms.

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]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address] ]][***Note: this will be set as one name for all Call-Offs***]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address] [***Note: this will be set as one name for all Call-Offs***]

PROGRESS REPORT FREQUENCY

TheSupplier shall provide the Buyer with the regular management information as set out and required by the Framework Contract.

COMMERCIALLY SENSITIVE INFORMATION

Refer to core requirements of Framework Contract

ADDITIONAL INSURANCES

[**Insert** Not applicable

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

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with its social value commitments set out in the Framework Contract (including those in Framework Schedule 8 (Corporate Social Responsibility) and in its tender for the Framework Contract.

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

**CALL-OFF SPECIAL TERMS**

1. **Purpose**

* 1. The Buyer wishes to have access to the Portal and the ability to purchase Goods by placing orders on the Portal.
  2. This Call-Off Contract shall be non-exclusive and (subject to clause 5.1 of these Special Terms and save to the extent otherwise agreed between the parties in accordance with Annex A to these Special Terms) nothing in this Call-Off Contract shall require any Buyer to commit to purchase any volume of Goods or to place any Portal Orders.

1. **Onboarding and Portal**

* 1. Within three (3) Working Days of the date of this Call-Off Contract the Supplier shall:
     1. work in good faith with the Buyer to complete the onboarding tasks set out in Framework Schedule 1 (Specification), including all elements of the Buyer profile as further described in Framework Schedule 1 (Specification);
     2. grant the Buyer access to the Portal and shall maintain, subject to Special Term 2.5, such access and availability of the Portal until the Call-Off Expiry Date (“**Portal Access Period**”).
  2. The Supplier shall be responsible for maintaining the functionality of the Portal for the benefit of the Buyer in accordance with Framework Schedule 1 (Specification) and the terms of the Framework Contract (the ‘**Portal Obligations**’). For the avoidance of doubt, the Portal Obligations include, but are not limited to, the Supplier’s obligation to provide the Portal in accordance with the Service Levels set out in the Framework Contract and shall, be incorporated into these Special Terms for the purposes of this Call Off Contract.
  3. The Supplier grants, or shall procure the grant to the Buyer of, a non-exclusive, transferable, royalty-free, irrevocable (during the term) licence to access and use the Portal to the extent necessary to enable the Buyer to enjoy the benefit of and exercise its rights under this Call-Off Contract.
  4. The Supplier may temporarily suspend the Buyer’s access to the Portal for the purpose of Portal maintenance, provided that the Supplier provides two (2) prior days’ notice of the same and ensures that such suspensions are outside Working Hours.
  5. The Buyer acknowledges that where the conditions in Special Terms 2.6 and 2.7 below apply such that the Supplier is entitled to reject Portal Orders in accordance with Special Term 2.6 and 2.7 below, the Supplier shall be entitled to suspend a Buyer’s access to the Portal and/or a Buyer’s ability to place Portal Orders until such time as those conditions no longer apply**.**
  6. If the Buyer fails to pay an undisputed invoice in accordance with Special Term 11.4 (Price and Payment) of this Call-Off Contract, the Supplier may issue a final notice for payment for the sums outstanding. If the Buyer fails to make payment of the sums referred to in that notice within 30 days of receiving it, the Supplier may reject Portal Orders submitted by the Buyer following the expiry of such notice, provided always that the Supplier shall not continue to reject Portal Orders after the Buyer has remedied its failure to pay such outstanding sums.
  7. If the Buyer fails to take delivery of any Portal Order, or any number of Portal Orders, in accordance with Special Term 7.6 (Delivery) of this Call-Off Contract on more than three occasions within a rolling 20 Working Day period the Supplier may reject Portal Orders submitted by the Buyer following the end of such rolling 20 Working Day period, provided always that the Supplier shall not continue to reject Portal Orders after the Buyer has remedied its failure to take delivery of such Goods.

* 1. The Supplier shall provide the Buyer Service Support (as more particularly described in ***section 10*** of Framework Schedule 1 (Specification)) in accordance with the Framework Contract) for the benefit of the Buyer.

1. **The Goods**
   1. The Buyer and the Supplier agree that the Goods supplied in connection with this Call-Off Contract shall include (without limitation) those contained in the Supplier’s catalogue that have been identified and agreed as relevant to the Buyer for the purpose of this Call-Off Contract as part of the onboarding process, completed in accordance with Framework Schedule 1 (Specification).
   2. The Supplier warrants that:

* + 1. the Goods shall comply in each and every respect with Framework Schedule 1 (Specification), the terms of the Buyer’s Portal Order and with all other requirements of the Buyer as set out in this Call-Off Contract;
    2. the Goods and their supply shall comply in each and every respect with all applicable Law for the time being in force which is applicable to the Goods, including without limitation as to the quality, safety, sale, use, manufacture, storage and/or supply of the Goods including without limitation any food safety and food standards, and any industry codes of practice and any requirements in Law relating to traceability, handling, packaging and labelling;
    3. the Goods shall be of satisfactory quality, fit for purpose and free from defects and will be useable safely and without causing death, injury loss or damage;
    4. where any samples of the Goods are supplied to and approved by the Buyer the Goods shall correspond to any approved sample;
    5. all necessary instructions or recommendations relating to the handling, use, storage, life expectancy and durability of the Goods will have been provided by the Supplier to the Buyer. Such instructions or recommendations shall comply with all relevant Law for the time being in force, and shall be complete and accurate so as to enable the Goods to be sold, used, stored and retained safely and without any deterioration in its nature, substance or quality (subject to any “shelf life” indicated on such Goods);
    6. where it supplies Goods for delivery in the UK from a territory outside the UK, it shall (unless agreed otherwise in writing) obtain any necessary licences and consents for the exportation and transportation of the Goods from such territory and for the importation of such Goods into the UK including all declarations, warrants or returns required by HMRC;
    7. all Goods have, prior to supply to the Buyer, been sold by or with the consent of the owner of the IPR in the Goods (the brand supplier) and the Supplier has an auditable paper trail to evidence purchase of the Goods from the brand supplier or a supplier authorised by the brand supplier;
    8. it shall supply to the Buyer such documents reasonably considered by the Buyer to be necessary to evidence the compliance of the Goods with this Call-Off Contract including without limitation Special Term 3.2.6 and 3.2.7;
    9. it shall provide the Buyer will all allergen information for all Goods supplied under this Contract and any other information that are required by Law. The Supplier warrants that any documents that it supplies relating to the Goods are valid and that the information contained in such documents is correct;
    10. all statements, warranties or representations made by or on behalf of the Supplier in respect of the Goods are correct and shall be incorporated into this Call-Off Contract; and
    11. it shall comply with any requirements in the Framework Contract that are additional to those set out in this Special Term 3.

1. **Supply of Goods**
   1. During the Portal Access Period the Supplier shall supply such quantities of the Goods as the Buyer may order under Special Term 5 in accordance with the terms of this Call-Off Contract.
   2. The Supplier shall at all times comply with all applicable Law and the provisions of Annex B to these Special Terms in its provision of the Goods.
2. **Orders**

* 1. The Buyer may only place a Portal Order where such Portal Order reaches the minimum order value set by the Supplier of the Goods for Delivery. The amount would be inclusive of VAT, indicated on the Portal and agreed with the Buyer at the point of account opening.
  2. The Buyer may place a Portal Order by placing a Portal Order Form on the Portal or by placing a Portal Order Form by telephone in accordance with Framework Schedule 1 (Specification).
  3. The Supplier shall (subject to Special Term 5.7 below) supply the Goods in accordance with the Buyer’s Portal Order and the terms of Framework Schedule 1 (Specification).
  4. Each Portal Order Form shall:
     1. specify the type and quantity of Goods ordered;
     2. specify the Delivery Date on which the Goods are to be delivered and Delivery Location to which the Goods are to be delivered, which shall in each case be in accordance with the relevant Delivery Option applicable to the Portal Order, as agreed between Supplier and the Buyer in accordance with Framework Schedule 1 (Specification); and
     3. specify any other requirements relating to the Goods, in each case in accordance with the terms agreed between the Supplier and the Buyer in writing, further to Framework Schedule 1 (Specification).
  5. The Supplier shall assign an order number to each Portal Order received from the Buyer and notify the order number to the Buyer in accordance with the ordering requirements in Framework Schedule 1 (Specification). Each Party shall use the relevant order number in all subsequent correspondence relating to the Portal Order.
  6. The Buyer may at any time prior to despatch of the Goods amend or cancel a Portal Order by giving notice to the Supplier on the Portal. If the Buyer amends or cancels a Portal Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred and proven by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that the Buyer shall have no liability to the Supplier where the amendment or cancellation results from the Supplier's failure to comply with its obligations under this Call-Off Contract.
  7. Where and to the extent that the Buyer has stated on its Portal Order Form that it is willing to accept similar Goods, the Supplier may (in the event that it is unable to deliver Goods specified in a Portal Order Form) deliver such similar Goods (“**Substitute Goods**”) in accordance with Framework Schedule 1 (Specification) by the applicable Delivery Date. For the avoidance of doubt, the Supplier shall bear any increased costs incurred in procuring and delivering such Substitute Goods and where the Substitute Goods cost less than the Goods originally sought the Supplier shall only be entitled to charge the applicable lower costs of the Substitute Goods.
  8. Where the Supplier having used all reasonable endeavours to do so is unable to provide any of the Goods specified in a Portal Order Form, or any Substitute Goods in accordance with Special Term 5.6 above, they shall immediately inform the Buyer that they are unable to deliver such Goods and provide a refund for any Charges already paid by the Buyer in respect of such Goods. The Supplier shall deliver those Goods specified in any Portal Order Form that it can provide and shall not fail to deliver any such Goods (whether in the minority or otherwise) on the grounds that it cannot arrange delivery to a particular geographical location within England, Wales, Scotland or Northern Ireland. For the avoidance of doubt, the Supplier shall not be entitled to reject a Portal Order where its inability to provide the requested Goods or any Substitute Goods would reduce the value of the Portal Order below the minimum order value set out at Special Term 5.1.

1. **Request for quote**
   1. The Buyer may issue a request for quotation in accordance with this Special Term 6 and paragraph 14.4 of Framework Schedule 1 (Specification) (a “**Request for Quote**”).
   2. The Buyer may issue a Request for Quote in the following circumstances:
      1. if the quantity of any Goods that the Buyer intends to order under this Call-Off Contract leads the Buyer in its sole discretion to conclude that a more competitive price could be offered in the market; or
      2. if the Buyer’s requirements are non-standard or not available on the Portal but could be met by Goods in the Supplier’s Catalogue that could have been, but were not, identified as relevant for the purpose of this Call-Off Contract as part of the onboarding process; or
      3. the Buyer wishes to revisit or update any onboarding information or selections including requesting additional or different delivery locations or delivery dates.
   3. The Buyer must issue each Request for Quote in writing, which for the avoidance of doubt includes email, and must clearly specify the Goods, the quantities sought and the required Delivery Date and otherwise be in accordance with paragraph 14.4 of Framework Schedule 1 (Specification).
   4. On receipt of a Request for Quote, the Supplier shall consider its contents and, acting reasonably, provide its response, which must meet the requirements of paragraph 14.5 of Framework Schedule 1 (Specification), within ten (10) Working Days or such shorter period as agreed between the Parties. For the avoidance of doubt, the Supplier may respond that it cannot offer a price more favourable than, or Goods other than, those advertised on the Portal provided that the Supplier shall not be entitled to reject additional delivery locations on the grounds that it cannot arrange delivery to a particular geographical location within England, Wales, Scotland or Northern Ireland.
   5. Following the Supplier’s response to a Buyer’s Request for Quote, the Supplier’s price shall be effective for the period specified in the Supplier’s response and during this period, if a Buyer submits a Portal Order for the relevant Goods and in the quantities sought in the Request for Quote, the price for those Goods shall be deemed to be the price offered by the Supplier in response to the Buyer’s Request for Quote.
2. **Delivery and storage**
   1. The Supplier shall (subject to Paragraph 1.7 of Annex A to these Special Terms) deliver the Goods specified in each Portal Order to the Delivery Location on the Delivery Date. The Supplier shall not deliver Goods in advance of the Delivery Date without the prior written consent of the Buyer.
   2. The Supplier shall ensure that:
      1. the Goods are stored, packed, marked, handled and delivered in accordance with the temperature requirements as set out in Framework Schedule 1 (Specification) and all requirements imposed by Law and Good Industry Practice from time to time applicable to the Goods;
      2. the Goods are free from contamination; and
      3. the Goods comply with minimum ‘shelf life’ or ‘use by’ requirements set out in relation to such Goods on the Portal.
   3. Delivery of a Portal Order shall be complete on the completion of unloading the Portal Order at the Delivery Location in compliance with the Buyer’s reasonable instructions. The Supplier shall be responsible for and shall bear the risk in the off-loading of Goods and shall provide all labour, materials and equipment necessary for such off-loading at its own cost.
   4. The Supplier shall not deliver Portal Orders by instalments except with the prior written consent of the Buyer. Where Portal Orders are to be delivered by instalments, they may be invoiced and paid for separately.
   5. If a Portal Order (in whole or in part) is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Buyer may have, the Buyer may:
      1. refuse to take any subsequent attempted delivery of the Portal Order; and
      2. require the Supplier to refund any Charges paid in respect of such Goods.
   6. If the Buyer fails to accept delivery of a Portal Order on the specified Delivery Date, then, except where such failure or delay is caused by the Supplier’s failure to comply with its obligations under this Call-Off Contract or a Force Majeure Event:
      1. the Portal Order shall be deemed to have been delivered at 9.00am on the Delivery Date; and
      2. the Supplier shall deliver the Portal Order on the following Working Day (or such other date as the Parties agree) at the Buyer’s cost, provided always that the Goods being delivered will meet at least the shelf life advertised on the Portal less than one day.
   7. The Buyer shall not be liable to pay for any Goods which are delivered in addition to the Goods specified in the relevant Portal Order (“**Excess Goods**”) and the Supplier shall at the option of the Buyer and at the Supplier’s own cost remove any Excess Goods from the Buyer’s premises. This Special Term 7.7 shall not apply where the Buyer elects at its sole discretion to purchase the Excess Goods at a cost which reflects the prices set out on the Portal for such Goods.
   8. Each delivery of Goods shall be accompanied by a delivery note from the Supplier showing the unique order number provided by the Supplier in accordance with paragraph 15.10.3.3 of Framework Schedule 1 (Specification) (“**Order Number**”), the date of the Portal Order, the type and quantity of Goods included in the Portal Order, and, in the case of Goods being delivered by instalments (with the consent of the Buyer), the outstanding balance of Goods specified in a Portal Order remaining to be delivered. The Supplier shall procure that any BUL Supplier making direct deliveries of Buyer Unique Lines complies with the provisions of this Special Term 7.8.
   9. The Supplier shall comply with all Law when on the Buyer’s Premises and shall ensure that the delivery of Goods shall not adversely affect the operational efficiency of the Buyer and shall be responsible for prompt removal and disposal of packaging and packing cases used for Goods supplied by the Supplier at its own cost. Roll cages, pallets, tote boxes or other delivery equipment used by the Supplier in delivering Goods to the Buyer shall remain the Supplier’s property at all times. The Supplier may impose reasonable charges for any delivery equipment left at the Buyer’s premises at the Buyer’s request which are not returned to the Supplier.
3. **Acceptance and defective Goods** 
   1. The Buyer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
   2. If any Goods delivered to the Buyer fall outside of the temperature ranges specified on the Portal, do not have the ‘shelf’ life stated on the Portal, are in a damaged state, are delivered late, or do not otherwise comply with this Call-Off Contract, then, without limiting any other right or remedy that the Buyer may have, the Buyer may reject those Goods and:
      1. require the Supplier to replace the rejected Goods at the Supplier’s risk and expense within 24 hours of being requested to do so; or
      2. require the Supplier to repay the price of the rejected Goods in full (whether or not the Buyer has previously required the Supplier to replace the rejected Goods).
4. **Recall**
   1. Where either Party reasonably believes that the Goods may generally be defective in such a way that a prudent supplier or purchaser would implement a general recall or withdrawal or withdrawal of all or some of such Goods sold (a “**Product Recall**”) that Party shall without delay inform the other of the relevant circumstances.
   2. If the Buyer has reasonable grounds to believe that a Product Recall is necessary, then the Buyer and Supplier shall take such steps as are necessary to implement a Product Recall, which for the avoidance of doubt shall include all steps necessary to remove the Goods subject to a Product Recall from use immediately. The Supplier shall pay and indemnify the Buyer from all associated costs (including wasted stock) with such Product Recall including those relating to allergens. The Parties shall establish and keep up to date a contract database with 24-hour contact details of relevant personnel who may be contacted in the event of an actual or potential Product Recall.
   3. The Buyer shall use its best endeavours to offer the Buyer suitable replacement Goods without delay in the event of a Product Recall.
5. **Buyer Unique Lines** 
   1. The provisions of Annex A to these Call-Off Special Terms, shall apply in relation to Buyer Unique Lines.
6. **Price and payment**
   1. Save in the case of any Buyer Unique Lines, to which Annex A shall apply, the prices for the Goods shall be displayed on the Portal and such prices shall be inclusive of all costs of the Supplier including, without limitation, operating the Portal, storage, distribution, delivery, duties and taxes (inclusive of VAT).
   2. The prices for the Goods (excluding Buyer Unique Lines) shall only be capable of revision by the Supplier in accordance with the terms of the Framework Contract.
   3. The Supplier shall be entitled to invoice the Buyer for each Portal Order after delivery. Each invoice shall quote the relevant order numbers and shall comply with the invoicing requirements set out in the Core Terms.
   4. The Buyer shall pay invoices in full within 30 days of receipt of a valid, undisputed invoice in cleared funds using the payment method and details stated on the Portal Order Form.
   5. If the Buyer disputes any invoice, the Buyer shall without delay notify the Supplier in writing and shall be entitled to withhold payment of the disputed part of the invoice. The Parties shall negotiate in good faith to attempt to resolve the dispute. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice.
7. **Indemnity** 
   1. The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation all interest penalties and legal costs (calculated on a full indemnity basis) and other reasonably professional costs and expenses suffered or incurred by the Buyer arising out of or in connection with:
      1. any claim made against the Buyer for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the supply or use of the Goods;
      2. any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Call-Off Contract by the Supplier, its employees, agents or subcontractors; and

* + 1. any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, storage or delivery of the Goods to the extent that the defect in the Goods, their storage or delivery is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

1. **Insurance**
   1. The Supplier shall comply with the terms of the Framework Contract and Joint Schedule 3 (Insurance Requirements) as they relate to insurance including but not limited to required categories of insurance and insured sums and shall make evidence of such insurances available to the Buyer promptly on request.
2. **Portal Orders on the Termination or Expiry of the Call-Off Contract**
   1. Upon expiry or earlier termination of the Call-Off Contract:
      1. the Buyer shall immediately cease placing Portal Orders;
      2. the Supplier shall make any Deliveries of Goods under Portal Orders placed prior to the date of termination or expiry and the terms and conditions of the Call-Off Contract shall apply to such Portal Orders, Deliveries and Goods;
      3. the Supplier shall be entitled to invoice the Buyer in respect of any such Portal Orders in accordance with the Call-Off Contract, and the Buyer shall pay such undisputed invoices in accordance with the Call-Off Contract.
      4. Where the Buyer has agreed terms with the Supplier the provision of Buyer Unique Lines in accordance with Annex A:
         1. The Supplier shall use its reasonable endeavours to sell any BUL Goods held by the Supplier to a third party;
         2. To the extent that the Supplier is unable to sell any such BUL Goods, it shall be entitled to invoice the Buyer for such BUL Goods (up to the Stock Hold Requirement, as further described in Annex A to these Special Terms) (the “**Excess BUL Goods**”); and
         3. The Supplier shall at the Buyer’s option deliver any such Excess BUL Goods to the Buyer (and the terms of the Call-Off Contract shall apply to such BUL Goods), or shall dispose of such Excess BUL Goods in accordance with all Law and Good Industry Practice.
3. **Amendments to the Core Terms**
   1. For the purpose of this Call-Off Contract the Core Terms shall be read as being amended as follows.
   2. Core Term 2.4 shall be deleted and replaced with:

“*2.4 If the Buyer decides to buy Deliverables under the Framework Contract it may:*

*2.4.1 where the Buyer requires the provision of Goods (including BUL Supplier Goods), and the conditions in paragraph 1.2 of Framework Schedule 7 apply, use Framework Schedule 7 (Call-Off Award Procedure), and state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules. The Buyer may not make changes to these Core Terms or the Call-Off Special Terms. To the extent permitted by and in accordance with the Regulations, the Buyer can:*

*2.4.1.1 include optional template Call-Off Schedules; and*

*2.4.1.2 request Buyer Unique Lines in accordance with the Call-Off Special Terms;*

*2.4.1.3 make a request for quotation in accordance with the Call-Off Special Terms*

* 1. Core Term 2.5 shall be deleted and replaced with:

“*2.5 Each Call-Off Contract:*

*(a) is a separate Contract from the Framework Contract;*

*(b) is between a Supplier and a Buyer;*

*(c) incorporates the documents set out in the Order Form*

*(d) shall have a term of up to one year and shall, subject to Core Term 10.1.3, survive the termination of the Framework Contract;*

* 1. Core Terms 3.2.1 shall be deleted and replaced with:

“*All Deliverables delivered must meet the requirements of the Specification, any Portal Order and the Call-Off Special Terms.*”

* 1. Core Term 3.2.4 shall be deleted and replaced with:

“*Risk in the Goods transfers to the Buyer on Delivery of the Goods or other Deliverables, but remains with the Supplier if the Buyer rejects Goods in accordance with Special Term 7 of the Call-Off Special Terms.*”

* 1. Core Term 3.2.5 shall be amended so that “*and that all Goods are free from any third party liens, claims, charges, interests or other encumbrances”* is added to the end of the text (following the words “*transfer of ownership*”).
  2. Core Term 3.2.11 shall be deleted and replaced with: *“NOT USED”.*
  3. In Core Term 4.1 the words “*the Order Form*” shall be deleted and replaced with “*accordance with Special Term 11 of the Call-Off Special Terms and the Buyer shall pay the Supplier in accordance with Special Term 14 of the Call-Off Special Terms. All Charges (save for any Buyer Unique Lines) shall be inclusive of all costs of the Supplier including, without limitation operating the Portal, storage, distribution and taxes (inclusive of VAT).*”
  4. Core Term 4.9 shall be deleted and replaced with *“NOT USED*”..
  5. Core Term 4.10 shall be deleted and replaced with *“NOT USED*”.
  6. Core Term 5.1(c) shall be amended so that “*(provided always that the Goods continue to meet the requirements of the Call-Off Contract Special Terms and the Specification at the new time of Delivery)*” is added to the end of text (after the words “*needed to make the Delivery*”.
  7. In Core Term 5.2(a) reference to “*10 Working Days*” shall be replaced with “*1 Working Day*”.
  8. Core Term 6.6, , shall be deleted and replaced with:

“*If the Supplier is not providing any of the Deliverables, or is unable to provide them, then (subject to Call-off Special Term 5.8 in respect of any Goods), it must immediately:*

*(a) tell the Relevant Authority and give reasons;*

*(b) propose corrective action; and*

*(c) provide a deadline for completing the corrective action.*”

* 1. Core Term 7.4 shall be amended so that “*, upon request by the Buyer*” is inserted between the words “*must*” and “*provide*”.
  2. Core Term 8.7 shall be amended so that “*and CCS*” is inserted between the words “*Buyer’s*” and “*benefit*”.
  3. Core Term 9.1 shall be amended so that “*CCS and*” is inserted between the words “*gives*” and “*the Buyer*”.
  4. Core Term 9.2 shall be deleted and replaced with:

*“Any New IPR* (with the exception of the Portal used to deliver the Service) *created under a Contract is owned by CCS (where such New IPR requested by or agreed with CCS) or a Buyer (where such New IPR requested by a Buyer and such ownership is agreed by CCS). The Buyer (and where applicable CCS) gives the Supplier a licence to use any Existing IPRs and New IPR for the purpose of fulfilling its obligation during the Contract Period.”*

* 1. Core Term 10.1.1 shall be deleted and replaced with:

“*10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if:*

*10.1.1.1 required by Law; or*

*10.1.1.2 the Framework Contract ends and the Buyer elects to terminate the Contract in accordance with Core Term 10.4.3(e).”*

* 1. Core Term 10.1.2 shall be deleted and replaced with:

*“CCS may extend the Framework Agreement in accordance with the terms of the Framework Order Form. A Buyer may not extend the terms of a Call-Off Contract.”*

* 1. A new Core Term 10.1.3 shall be added as follows:

*“In the event that the Framework Contract is terminated, the Buyer may terminate the Contract in accordance with Core Term 10.4.3(e). If the Buyer chooses not to so terminate the Contract, the Contract shall continue on its terms until its expiry, provided that the Buyer agrees and acknowledges that for such period:*

*10.1.3.1 Core Line Items shall become Non-Core Line Items for such remaining Call-Off Contract Period, and the prices for Non-Core Line Items shall be the prices for such Goods that are available to the wider market from the Supplier from time to time, as amended from time to time by the Supplier to reflect changes in market pricing for such Goods and published on the Supplier’s website;*

*10.1.3.2 Any Buyer Unique Lines shall continue to be provided in accordance with the terms, and at the prices set between the Buyer and the Seller under the Special Terms.*

*10.1.3.3 Service Levels shall cease to apply to the provision of Deliverables under the Call-Off Contract, but this shall be without prejudice to any other rights and remedies the Buyer may have under the terms of the Call-Off Contract.*

*10.1.3.4 The terms of the Framework Contract shall continue to apply to this Call Off Contract, for the remaining Call-Off Contract Period.”*

* 1. Core Term 10.3.1 shall be deleted and replaced with:

“*If there is a Default, the Supplier shall, without prejudice to any other rights of the Relevant Authority, at its own cost, take such steps as are reasonably required to rectify the Default as soon as possible and shall notify the Relevant Authority of such actions.”*

* 1. A new Core Term 10.3.1 A shall be added as follows:

“*Notwithstanding clause 10.3.1, in the event of any Default (of the Framework Contract or of any Call-Off Contract) CCS may, without limiting its other rights, (or any other rights of any other Relevant Authority), request that the Supplier provide a Rectification Plan, within 10 working days.*”

* 1. Core Term 10.4(g) shall be amended so that “*/ Service Levels in Framework Schedule 22 (Service Levels)*” is added to the end (following the words “*(Framework Management)*”.
  2. Core Term 10.4.1(j) shall be deleted and replaced with:

*“the Supplier or it’s Affiliates embarrass or bring CCS or the Buyer into disrepute or if CCS or the Buyer is of the reasonable opinion that public trust in the Deliverables is deteriorated such that continued engagement with the Supplier would diminish the public trust in them.”*

* 1. A new Core Term 10.4.3 (e) shall be added:

*“the Framework Agreement expires or is terminated by CCS in accordance with its terms.”*

* 1. Core Term 10.5 shall be deleted and replaced with:

“*The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Supplier has in accordance with Call Off Contract Special Term 2.5 or 2.6 suspended the Buyer from the Portal or from placing Portal Orders, and such suspension continues for reason of non-payment of undisputed sums for a period of thirty (30) days.*”

* 1. Core Term 10.6.1(a) shall be deleted and replaced with:

“*Subject to Special Term 15, the Buyer’s payment obligations under the terminated Contract stop immediately;*”

* 1. A new Core Term 10.6.1(e) shall be added as follows:

“*except where the Framework Contract or a Call-Off Contract provides otherwise, all licenses and authorisations provided by the Buyer or CCS to the Supplier in relation to the Deliverables shall be terminated with immediate effect;*”

* 1. A new Core Term 10.6.1(f) shall be added as follows:

“*the Supplier shall promptly provide copies of any data stored on the Portal in connection with the provision of the Deliverables as reasonably requested by CCS or the Buyer;*”

* 1. Pre-existing Core Terms 10.6.1(e) and (f) shall be renumbered to 10.6.1(g) and (h) respectively.
  2. A new Core Term 10.6.1(i) shall be added as follows:

“*The parties shall comply with Special Term 14 in connection with any Portal Orders placed prior to termination and any BUL Goods.*”

* 1. Core Term 10.6.3(b) shall be amended so that “*(based on Portal Orders placed but not yet invoiced)*” is inserted between the words “*Supplier*” and “*if the Contract had not been terminated.*”
  2. The pre-existing Core Term 10.6.5 shall be renumbered to 10.6.6.

* 1. A new Core Term 10.6.5 shall be inserted as follows:

“*10.6.5 Assisting re-competition for Deliverables*

*10.6.5.1 The Supplier shall on reasonable notice provide to CCS or the Buyer and/or it’s potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings) such information, and co-operation (including any access) as CCS or the Buyer shall reasonably require in order to facilitate the preparation by CCS or the Buyer of any invitation to tender and/or to facilitate any potential Replacement Supplier’s undertaking due diligence (the “Exit Information”).*

*10.6.5.2 The Supplier acknowledges that CCS or the Buyer may disclose the Supplier’s Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.*

*10.6.5.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the CCS or the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult CCS or the Buyer in relation to any such changes).*

*10.6.5.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.*

*10.6.5.5 In addition to the above, the Supplier shall develop, maintain and implement an Exit Plan for the benefit of the Buyer in accordance with the requirements of Framework Schedule 1 (Specification)*”

* 1. Core Term 10.8 shall be deleted and replaced with:

“*10.8 Subcontracting*

*10.8.1 The Supplier shall be entitled to sub-contract its obligations under a Call-Off Contract to Key Sub-Contractors, in accordance with the terms of Framework Schedule 23 (Key Subcontractors), provided always that it complies with the terms of Framework Schedule 23 (Key Sub-Contractors), and Joint Schedule 6 (Supply Chain Visibility) in relation to any such sub-contracting.*

*10.8.2 At CCS request the Supplier must terminate any Subcontracts in any of the following events:*

*10.8.2.1 there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;*

*10.8.2.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4;*

*10.8.2.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in CCS or any Buyer.*

*10.*8.3 *The Supplier shall ensure that its agreements with Subcontractors and Supply Chain Manufacturers (including without limitation BUL Suppliers) shall contain terms no less onerous than those contained in this Call-Off Contract.”*

“

* 1. The reference in Core Term 11.5 to “Call-Off Schedule 2 (Staff Transfer) shall be deleted and be replaced with a reference to Call-Off Schedule 7 (Staff Transfer).”
  2. The reference in Core Term 12.1 to Joint Schedule 5 (Corporate Social Responsibility) shall be deleted and be replaced with reference to Framework Schedule 8 (Corporate Social Responsibility)
  3. The reference in Core Term 14.1 to Joint Schedule 11 (Processing Data) shall be deleted and be replaced with reference to Joint Schedule 5 (Processing Data)
  4. The reference in Core Term 10.4.1(f) Framework Schedule 9 (Cyber Essentials) shall be deleted and be replaced with reference to Framework Schedule 10 (Cyber Essentials)

**ANNEX A to the Call-Off Special Terms**

**Buyer Unique Lines**

* 1. Subject always to the Supplier not being obliged to accommodate and supply more than five (5) Buyer Unique Lines (as requested by the Buyer), which for the avoidance of doubt shall be construed as Goods for the purpose of this Call-Off Contract, a Buyer may at any time during the Contract Period request that the Supplier engages with a BUL Supplier to enable the Buyer to purchase one or more Buyer Unique Lines from the Supplier directly.

* 1. As a prerequisite to approaching the Supplier to accommodate one or more Buyer Unique Lines, the Buyer shall:
     1. have considered and determined, in accordance with its own internal contract and/or governance procedure, that it could in principle directly award a contract to the potential BUL Supplier due to the proposed spend that it anticipates it will put through any onboarded BUL Supplier for the proposed Buyer Unique Lines not exceeding the relevant financial threshold (as set out in Regulation 5 of the Public Contracts Regulations 2015);
     2. in lieu of entering into such a contract directly with the BUL Supplier, discuss with the potential BUL Supplier the total unit cost(s) of providing such Buyer Unique Lines to the Buyer via the Supplier (such cost to exclude any Handling Fee that the Supplier will be entitled to apply if it enters an arrangement with the potential BUL Supplier to accommodate and supply the Buyer Unique Line(s)).
  2. Where a Buyer wishes to request that Buyer Unique Lines are made available by the Supplier, the Buyer shall make a BUL Supplier Request in writing (which for the avoidance of doubt shall include email) providing the sufficient information to enable the Supplier to contact and progress discussions with the BUL Supplier. The Buyer shall provide the following minimum level of information to enable the Supplier to progress the BUL Supplier Request:
     1. name of requested BUL Supplier;
     2. address of BUL Supplier;
     3. contact details for BUL Supplier;
     4. Buyer Unique Lines(s) requested by the Buyer;
     5. volumes (by number, weight and frequency of delivery) of actual current purchase of each Buyer Unique Line by the Buyer (if any);
     6. volume (by number, weight and frequency of delivery) of anticipated purchase of Buyer Unique Line(s) by the Buyer;
     7. the total unit cost(s) excluding any Handling Fee of the Buyer Unique Line(s) that the Buyer has settled upon with the BUL Supplier;
     8. address or addresses that the Buyer would want Buyer Unique Lines delivered to;
     9. when, if possible, the Buyer would like to be able to make its first order for BUL Supplier Goods from the Supplier;
     10. the volume of BUL Supplier Goods that the Buyer requests that the Supplier holds (or procures that the BUL Supplier) holds in stock for the Buyer;
     11. whether the Buyer requires the BUL Supplier to make delivery directly; and
     12. any other information about the Buyer Unique Lines that the Buyer would like to make known to the Supplier.

* 1. When the Supplier is in receipt of the BUL Supplier Request, the Supplier shall within 20 Working Days, use its reasonable endeavours to contact and discuss with the BUL Supplier potential arrangements to enable the Supplier to purchase the Buyer Unique Line(s) from the BUL Supplier as a Supply Chain Manufacturer of the Supplier. In doing so, the Supplier shall conduct any due diligence they need to do to ensure that the BUL Supplier and the Buyer Unique Lines meet the requirements of Special Term 3.2.1 of this Call-Off Contract. The Supplier shall conduct such discussions with a BUL Supplier in good faith with the aim of being able to enable the Buyer to purchase the Buyer Unique Line(s) directly from the Supplier. The Buyer shall provide such additional reasonable information to the Supplier that the Supplier requests in order to assist the Supplier’s discussions with the BUL Supplier. Where the Supplier conducts its due diligence and concludes that the Buyer Unique Lines do not meet the requirements of Special Term 3.2.1 of this Call-Off Contract the Supplier shall notify the Buyer with reasons and enable to the Buyer to adjust the requested Buyer Unique Line(s) to the extent this would remove any items that do not meet the necessary requirements.
  2. The Parties recognise and agree that the Supplier shall negotiate with the BUL Supplier in good faith but it may not always be possible for the Supplier to conclude an agreement with the BUL Supplier. In that event, the Supplier shall provide the Buyer with detailed reasons for why agreement could not be reached with the relevant BUL Supplier.
  3. Before concluding any arrangement with a BUL Supplier the Supplier shall respond to the Buyer within the 20 Working Days detailed in Paragraph 1.4 with details of:
     1. prospective pricing for the Buyer Unique Lines shown as including and excluding the Handling Fee;
     2. the volume of BUL Supplier Goods that the Supplier will hold (or procure that the BUL Supplier) holds in stock for the Buyer (the “**Stock Hold Requirement**”);
     3. how long that pricing will be held such period being the “**BUL Supplier Period**”; and
     4. where reasonably necessary, any reasonable minimum purchase requirements on the Buyer in respect of Buyer Unique Line(s) generally including each by reference to volume and/or value per week/month/quarter as applicable) provided that such minimum purchase requirements shall not last for longer than the BUL Supplier Period;

together the “**BUL Supplier Offer**”.

* 1. The Supplier shall use all reasonable endeavours to ensure that the BUL Supplier Period shall be a period equal to the remaining Call-Off Contract Period but such period shall never exceed the remaining Call-Off Contract Period.
  2. Where the Buyer has indicated in its BUL Supplier Request that it requires the BUL Supplier to make delivery directly to the Buyer in accordance with paragraph 1.3.10 above, the Supplier shall procure that the BUL Supplier makes such delivery in accordance with any relevant Portal Order Form. For the avoidance of doubt, the Supplier shall ensure that its agreement with a BUL Supplier shall be on terms no less onerous than the terms of this Call-Off Contract, which for the avoidance of doubt shall be inclusive of Special Term 7 (Delivery and Storage).
  3. Within 10 Working Days of receiving the BUL Supplier Offer, the Buyer shall indicate to the Supplier whether it would like to accept or decline the BUL Supplier Offer. If the Buyer chooses to decline the BUL Supplier Offer it may give reasons to the Supplier and indicate whether it would be interested in a revised BUL Supplier Offer where the Supplier can address any issues that are not acceptable to the Buyer. In such circumstances the Supplier shall consider the reasons given by the Buyer and may put forward a revised BUL Supplier Offer within 5 Working Days which the Buyer shall consider in accordance with this Paragraph 1.9.

* 1. Where the Buyer wishes to accept the BUL Supplier Offer, the Buyer shall indicate this by accepting the BUL Supplier Offer in writing (which for the avoidance of doubt shall include email) and shall note that it is committing to any minimum purchase requirements set out in the BUL Supplier Offer for the BUL Supplier Period,. Where the Buyer has indicated in its BUL Supplier Request that it wishes for the BUL Supplier to make delivery directly to the Buyer, it shall note this in its Portal Order and the Supplier shall procure that the BUL Supplier makes delivery of the Goods in accordance with the timeframes and to the location set out in the BUL Supplier Offer and Portal Order.
  2. No sooner than 30 Working Days and no later than 20 Working Days prior to the end of a BUL Supplier Period in respect of a BUL Supplier the Supplier shall provide to the Buyer a revised BUL Supplier Offer which the Buyer shall consider and the provisions of Paragraphs 1.9 and 1.10 shall apply.

* 1. The Buyer may at any time request that the Supplier cease to provide the BUL Supplier Goods in accordance with the BUL Supplier Offer prior to the end of a BUL Supplier Period by giving not less than 20 Working Days’ notice.
  2. At any time the Supplier may seek to enter in to an arrangement with a BUL Supplier as one of its core suppliers such that a Buyer would no longer need to have that supplier as a BUL Supplier once the then current BUL Supplier Period had ended. In doing so the Supplier acknowledges that it would no longer be able to require any minimum purchase requirements from a Buyer in respect of that BUL Supplier once the then current BUL Supplier Period had ended. Further, where the Supplier seeks to enter into an agreement with a BUL Supplier as one of its core suppliers, the Supplier must demonstrate to the Buyer that it has conducted market research to determine whether other suppliers providing Goods similar to the BUL Supplier should be considered as one of its core suppliers, to ensure that where a BUL Supplier is adopted by the Supplier as a core supplier, the process for such arrangements is fair and transparent. Further, where 5 or more Buyers have a BUL Supplier arrangement in place with the Supplier for the same BUL Supplier, the Supplier shall seek to agree a deal with a BUL Supplier (or such other supplier as is similar to the BUL Supplier where it has conducted market research as detailed above) as one of its core suppliers and shall no longer be able to require any minimum purchase requirements from Buyers in respect of that BUL Supplier once the then current BUL Supplier Period had ended in respect of a Buyer.
  3. The Buyer recognises that where it fails to fulfil any minimum purchase requirement that it has committed to for a Buyer Unique Line in a BUL Supplier Period (or in the event that it terminates a BUL Supplier Period in accordance with paragraph 1.12 above) the Supplier may invoice the Buyer for the BUL Supplier Goods that have not been purchased and shall first offer to deliver those BUL Supplier Goods to the Buyer, failing which the Supplier may in its sole discretion:
     + 1. dispose of those BUL Supplier Goods by wastage; or
       2. resell those BUL Supplier Goods, in which case the invoice issued to the Buyer shall be reduced by the price paid for the BUL Supplier Goods by the third party.

**ANNEX B to the Call-Off Special Terms**

**Framework Schedule Compliance**

1. **Corporate Social Responsibility**
   1. **Equality and Accessibility**
      1. In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Call-Off Contract in a way that seeks to:
         1. eliminate discrimination, harassment or victimisation of any kind; and
         2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
   2. **Modern Slavery, Child Labour and Inhumane Treatment**

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

* + 1. The Supplier:
       1. shall not use, nor allow its Subcontractors or other Supply Chain Manufacturers to use forced, bonded or involuntary prison labour;
       2. shall not require any Supplier Staff or staff of any other Supply Chain Manufacturer to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
       3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
       4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

* + - 1. shall make reasonable enquiries to ensure that its officers, employees and Subcontractors or staff of any other Supply Chain Manufacturer have not been convicted of slavery or human trafficking offences anywhere around the world.
      2. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
      3. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Call-Off Contract;
      4. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Framework Schedule 8 (Corporate Social Responsibility);
      5. shall not use, nor allow its employees or Subcontractors or other Supply Chain Manufacturer to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
      6. shall not use or allow child or slave labour to be used by its Subcontractors;
      7. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.
  1. **Income Security** 
     1. The Supplier shall:
        1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
        2. ensure that all Supplier Staff are provided with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
        3. not make deductions from wages:
           1. as a disciplinary measure
           2. except where permitted by law; or
           3. without expressed permission of the worker concerned;
        4. record all disciplinary measures taken against Supplier Staff; and
        5. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
  2. **Working Hours**
     1. The Supplier shall:
        1. ensure that the working hours of Supplier Staff or staff of any other Supply Chain Manufacturer comply with national laws, and any collective agreements;
        2. that the working hours of Supplier Staff, or staff of any other Supply Chain Manufacturer, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
        3. ensure that use of overtime used responsibly, taking into account:
           1. the extent;
           2. frequency; and
           3. hours worked;

by individuals and by the Supplier Staff or staff of any other Supply Chain Manufacturer as a whole;

* + 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 1.4.3 below.
    2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
       1. this is allowed by national law;
       2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;
       3. appropriate safeguards are taken to protect the workers’ health and safety; and
       4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    3. All Supplier Staff or staff of any other Supply Chain Manufacturer shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
  1. **Sustainability**
     1. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
     2. The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the provision of Goods or any other Deliverables consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
     3. The Supplier shall complete and provide the Buyer with a Carbon Reduction Plan.
     4. The Supplier shall progress towards carbon net zero during the lifetime of the Contract.
  2. **Environmental Requirements**
     1. The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Call-Off Contract.
     2. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

1. **Transparency Reports**
   1. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of Framework Schedule 11 (Transparency Reports).
2. **Continuous Improvement**
   1. The Supplier shall comply with its obligations under Framework Schedule 12 (Continuous Improvement).
   2. The Supplier acknowledges and agrees that any improvements in pricing or to Framework Schedule 1 (Specification) agreed under the Framework Agreement shall apply to this Call-Off Contract.
3. **BCDR Plan**
   1. The Supplier shall develop and maintain a BCDR Plan and Insolvency Continuity Plan in accordance with Law and Good Industry Practice in accordance with the requirements of Framework Schedule 14 (Business Continuity and Disaster Recovery). The Supplier shall provide a copy of the BCDR Plan and Insolvency Continuity Plan to the Buyer not less than once annually (and in the event of any change to the BCDR Plan or Insolvency Continuity Plan).
   2. In the event of a complete inability to provide Deliverables or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation).
   3. The Insolvency Continuity Plan element of the BCDR Plan , including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
      1. Where an Insolvency Event of a Key-Sub-Contractor and /or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect the delivery of the Deliverables; and/or
      2. Where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.
   4. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this paragraph 4.
4. **Security Management Plan**
   1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
   2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
      1. is in accordance with the Law and this Call-Off Contract;

* + 1. as a minimum demonstrates Good Industry Practice; and
    2. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data;
  1. The references to standards, guidance and policies contained or set out in paragraph 5.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
  2. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer of such inconsistency immediately upon becoming aware of the same, and the Buyer shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
  3. The Supplier shall develop and maintain a Security Management Plan in accordance with Law and Good Industry Practice in accordance with the requirements of Framework Schedule 15 (Security) and shall otherwise comply with its obligations under Framework Schedule 15 (Security).
  4. Either Party shall notify the other in accordance with the security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
  5. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.2, the Supplier shall:
     1. Immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
        1. minimise the extent of actual or potential harm caused by any Breach of Security;
        2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of Deliverables to the extent within its control against any such Breach of Security or attempted Breach of Security;
        3. prevent an equivalent breach in the future exploiting the same cause failure; and
        4. as soon as reasonably practicable provide to the Buyer upon request, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
  6. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant) or the requirements of this Paragraph, then any required change to the Security Management Plan shall be at no cost to the Buyer.

1. **Service Levels**
   1. The Supplier shall deliver the Deliverables in a way which meets the Service Levels set out in Framework Schedule 22 (Service Levels).
   2. If the level of performance of the Supplier in respect of the Deliverables provided to the Buyer causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and such Critical Service Level Failure shall be deemed to be a material Default for the purposes of Core Term 10.4.
   3. Where the Call- Off Contract is categorised as a gold contract (using the Cabinet Office Tiering Tool); or as a silver contract (using the Cabinet Office Tiering Tool) with a spend of over £5million, the Supplier shall calculate and report to the Buyer on its performance against the following Service Levels set out in Annex A to Part A of Framework Schedule 22 (Service Levels):
      1. Service Level 2 (Service Availability);
      2. Service Level 3 (Full Delivery of Order);
      3. Service Level 4 (Food Quality); and
      4. Service Level 7 (Tackling Climate Change).
   4. Where the Call- Off Contract is categorised as a gold contract (using the Cabinet Office Tiering Tool); or as a silver contract (using the Cabinet Office Tiering Tool) with a spend of over £5million, in the event of a Service Level Failure of any of the Service Levels described at paragraph 6.3 above, the Buyer may, in its absolute discretion and without limiting any other of its rights, may:
      1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the affected Buyer;
      2. require the Supplier to immediately take all action reasonable necessary to prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring.
2. **Key Sub-Contractors**
   1. The Supplier shall be entitled to sub-contract its obligations under this Contract only to those Key Sub-Contractors, noted in the Framework Award Form or otherwise agreed between the Supplier and CCS in accordance with Framework Schedule 23 (Key Subcontractor). The Supplier shall notify the Buyer if is adds or changes any Key Sub-Contractor in accordance with the terms of Framework Schedule 23 (Key Sub-Contractors), providing, upon request, the following details:
      1. name and registered office of the Key Sub-Contractor;
      2. description of Deliverables to be provided by the Key-Sub-Contractor;
      3. percentage of Charges for any Contract; and
      4. where applicable the Credit Rating for the Key-Sub-Contractor.