# Key changes between the G-Cloud 11 and G-Cloud 12 Framework Agreements

This document sets out the key changes between the G-Cloud 11 and G-Cloud 12 Framework Agreements. It does not set-out minor changes such as numbering and the capitalisation of individual terms. All existing and new capitalised terms are defined under Framework Agreement Schedule 3: Glossary and Interpretations.

This is intended to be used as a guide and Applicants are recommended to complete their own checks.

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| **Place in Framework Agreement**  **Description of update** | **G-11 Framework Agreement** | **G-12 Framework Agreement** |
| Framework Agreement Clause 4.9 | Subject to any liabilities which can’t be limited by Law under clause 4.2, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier’s and Buyers’ liability under any Call-Off Contract. | Subject to any liabilities which can’t be limited **i.)** by Law under clause 4.2.4 **or ii.) clause 4.9**, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier’s and Buyers’ liability under any Call-Off Contract. |
| Framework Agreement Clause 5.1.7 | “proven” removed | where any Buyer terminates a Call-Off Contract awarded to the Supplier under this Framework Agreement as a consequence of default by the Supplier. |
| Framework Agreement Schedule 4 | Where a Party has provided Personal Data to the other Party in accordance with paragraph **7** of this Framework Agreement Schedule 4 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require. | Where a Party has provided Personal Data to the other Party in accordance with paragraph **17** of this Framework Agreement Schedule 4 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require. |
| Meaning and interpretation table. | All data supplied by the **Buyer** to the Supplier including Personal Data that is owned and managed by CCS. | All data supplied by **CCS** to the Supplier including Personal Data that is owned and managed by CCS |
| Key performance indicators  6.30 | Complete and accurate MI Reports to be returned to CCS by 7th day of the following month. | Complete and accurate MI Reports to be returned to CCS by the 5th Working Day of the following month. |
| Throughout the document. | * Significant use of bullets. * Not all terms were numbered. * Some terms were incorrectly numbered. | * All bullet points have been assigned numbers. * Terms which were not numbered have been assigned numbers. * Incorrect numbers have been rectified. |
| 1.11  Updated 6 March 2020 | 1.11 The finalised Framework Agreement will include:   * a signature page, signed by the Supplier * a signature page, signed by the Crown Commercial Service * the rest of the Framework Agreement document   1.12 The signature pages and the rest of the Framework Agreement document are counterparts before signing and duplicate originals after signing. The duplicate originals together make one Framework Agreement signed by all the necessary Parties. | 1.11 The finalised Framework Agreement includes an electronically signed Framework Agreement. It is electronically signed by the Supplier when they made the legal declaration confirming their agreement to the G-Cloud 12 Framework Agreement, and countersigned by the Crown Commercial Service.  1.12 Deleted |
| 2.2 | 2.2 Cloud hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help buyers do at least one of:  …  2.3 Buyers only need to pay for what they use. | 2.2 Cloud hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help buyers do at least one of the following, and only pay for what they use:  …  Clause 2.3 now references the hosting service categories. |
| 2.9 | 2.7 A description for Additional Services must be included by the Supplier and it must be G-Cloud Service-related. Additional Services must help the Supplier with its main G-Cloud Services offering. Non-G-Cloud Services will be removed from the Digital Marketplace. | 2.9 A description for Additional Services must be included by the Supplier in its Lot 3 Service Listing and it must be Cloud Service-related. Additional Services must help the Supplier with its main G-Cloud Services offering. Non-Cloud Services will be removed from the Digital Marketplace. |
| 2.10.4 | 2.8 Additional Service must not include:  …   * hardware | 2.10.4 hardware - except where the hardware is specifically designed and integrated with the G-Cloud Service, and constitutes the lower proportion of total service cost, and cannot be procured and utilised separately. |
| 2.11 | 2.9 The Buyer doesn’t have to buy any Additional Services from the Supplier and can buy Services that are the same as or similar to the Additional Services from any third party. | 2.11 Lot 3 services can be bought separately from Lot 1 and Lot 2 services as well as from a different Supplier than the one which provides the relevant Lot 1 or Lot 2 services. Lot 3 services can also be bought to support any cloud hosting or cloud software services that have been procured outside of the G-Cloud 12 Framework Agreement. |
| 3.5 | The Supplier will tell any relevant Buyer about their Digital Marketplace offering on the G-Cloud Framework Agreement at the earliest opportunity. | Not used |
| 3.8 | If the Supplier fails to provide acceptable evidence for any updates to their service offering, CCS will remove the Service from the Digital Marketplace and may suspend the Supplier from the Framework Agreement. | If the Supplier fails to provide acceptable evidence for any updates to their service offering as required in Clause 3.7, CCS will remove the Service from the Digital Marketplace and may suspend the Supplier from the Framework Agreement. |
| 3.14 | If a Buyer decides to source G-Cloud Services and any Additional Services through this Framework Agreement it must search on the Digital Marketplace for a capable Supplier and then award its Call-Off Contract using this process and following the Regulations and Guidance. | Buyers who source G-Cloud Services and Additional Services through this Framework Agreement, can do so by searching the Digital Marketplace for capable services, shortlisting the most relevant services, evaluating shortlisted services, and awarding a Call-Off Contract in accordance with the Regulations and Guidance |
| 3.15 | The initial search will return a long list and the Buyer will use additional keywords to refine the search of Suppliers whose service offerings are capable of meeting the Buyer’s requirement. | The shortlisting and selection process conducted by Buyers on the Digital Marketplace commences with either selecting a specific Lot or all Lots, this selects all Services that may meet the Buyers requirement. The shortlist is then further refined using the keyword o key phrase search function and an array of filters on the Digital Marketplace. |
| 3.16 | The additional search will return a short list and the Buyer will review supplier documents (to include Supplier Terms and pricing) on the Digital Marketplace to assess suitability against their requirement. All shortlisted offerings must be evaluated against the same evaluation model. | Buyers may evaluate the shortlisted Services, which may include Service Descriptions, Supplier Terms, Service Definition and pricing, to assess suitability against their requirement. All shortlisted Services must be evaluated against the same evaluation model. |
| 3.17 | The Buyer will apply some or all of the evaluation criteria in 3.20 (or use their own weightings) against the Supplier documents (including Supplier Terms and pricing) on the Digital Marketplace, to evaluate the Services offered following the shortlist and determine the Service that best meets their requirements. | The Buyer will apply some or all of the evaluation criteria in 3.20 (or use their own weightings) against the Service listing and additional documents (including Service Description, Supplier Terms, Service Definition and pricing) on the Digital Marketplace, to evaluate the Services offered following the shortlist and determine the Service that best meets their requirements. |
| 3.18 | The Buyer may choose to use a credit reference agency (CRA) to carry out due diligence before any appointment to assess the Supplier’s economic and financial standing. The CRA report will be used to determine the level of financial risk that appointing the Supplier would represent. If the Buyer determines that the Supplier’s credit risk is poorer than average the Buyer reserves the right not to award a Call-Off Contract to the Supplier. | Buyers are encouraged to conduct their own due diligence prior to awarding Call-Off Contracts. This may include using credit reference agencies (CRA) to assess a Supplier’s economic and financial standing. The CRA report will be used to determine the level of financial risk that awarding a Call-Off Contract to the Supplier would represent. If the Buyer determines that the Supplier’s credit risk is higher than the Buyer’s predetermined threshold, the Buyer reserves the right not to award a Call-Off Contract to the Supplier. Upon request Suppliers must provide evidence of relevant insurances, certifications and accreditations. |
| 3.19 | The Buyer will appoint a Supplier based on Most Economically Advantageous Tender (MEAT). | The Buyer will award a Call-Off Contract to a Supplier based on the Most Economically Advantageous Tender (MEAT) assessment method. |
| 3.21 | Buyers may notify all unsuccessful shortlisted suppliers so they can review and improve their Service Descriptions. | Removed. To include in customer guidance. Because is it merely good practice and can be better explained in the guidance. |
| 4.9 | Subject to any liabilities which can’t be limited by Law under clause 4.2.4, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier’s and Buyers’ liability under any Call-Off Contract. | Subject to any liabilities which can’t be limited **i.)** by Law under clause 4.2.4 **or ii.) clause 4.9**, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier’s and Buyers’ liability under any Call-Off Contract. |
| 4.11 | The Parties do not intend the Framework Agreement to be used for provision of Services or off-payroll worker recruitment that is Inside IR35. | The Parties must not use the Framework Agreement for provision of Services or off-payroll worker recruitment that is Inside IR35. |
| 5.1.1 | there’s a Supplier Insolvency Event | there’s a Supplier Insolvency Event or an event that indicates a high probability of an Insolvency Event which adversely impacts on the Supplier's ability to supply Services under this Framework Agreement. |
| 5.1.2 | the Supplier has breached clauses 2.6 to 2.10 | the Supplier has breached clauses 2.1 to 2.10 |
| 5.1.7 | Did not exist | 5.1.7 where any Buyer terminates a Call-Off Contract awarded to the Supplier under this Framework Agreement as a consequence of proven default by the Supplier. |
| Section 6: Supplier’s reporting obligations to CCS |  | Although the basic intention remains the same, substantial changes have been made to this section. Suppliers should thoroughly review and make sure that they are aware of all clauses relating to their reporting obligations. |
| 8.63 | 8.61 The Supplier must have employer’s liability insurance of at least £5,000,000 before the Framework Agreement is awarded unless the Supplier is exempt under law. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Call-Off Contract. | 8.63 The Supplier must have employer’s liability insurance of at least £5,000,000 before the Framework Agreement is awarded, and shall at all times throughout the duration of the Framework Agreement maintain in force such policies of insurance, unless the Supplier is exempt under law. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Call-Off Contract. |
| Annex 2: Joint Controller Agreement 7.1(c) | if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes). | if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 - 8.79 of the Framework terms (Managing disputes). |