



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract

Letter of Appointment

Call-Off Schedules v2.0

Campaign Solutions 2

Reference Number

RM6125

Creative Agency Contract

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Letter of Appointment and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (RM6125) between CCS and the Agency, dated 7 September 2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT(S): 1 End to End Campaign Solutions

Order Number:	TBA
From:	HM Revenue and Customs 100 Parliament Street, Westminster, London, SW1 2BQ
To:	Digital Unlimited Group Limited First Floor, Orion House, 5 Upper St Martins Lane, London, WC2H 9EA

Call-Off Start Date:	1 May 2022
Call-Off Expiry Date:	30 April 2024 (if not extended per the below)
Call-Off Initial Period:	2 years
Call-Off Optional Extension Period:	1 year + 1 year

Deliverables required:	Deliverables that may be provided by the Agency are those set out in Framework Schedule 1 of the Framework Agreement and then agreed in a relevant Brief. In respect of the first Project, these deliverables are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter. Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.
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Key Staff:	For the Client: 
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	For the Agency: ■
Guarantor(s)	None

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	Please see Call Off Schedule 5
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges:
Additional Insurance Requirements	NA
Client billing address for invoicing:	Via Ariba (Mybuy)

Special Terms	NA
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PROGRESS REPORT FREQUENCY

To be agreed between Client and Agency based on the individual Project.

PROGRESS MEETING FREQUENCY

To be agreed between Client and Agency based on the individual Project.

KEY SUBCONTRACTOR(S)

Pablo London Limited,
8th Floor
Mindspace Shoreditch
9 Appold St, London EC2A 2AP

Registration number –

VAT number –

DUNS number -

COMMERCIALLY SENSITIVE INFORMATION

Agency Ratecards.

SOCIAL VALUE COMMITMENT

The Agency 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 Proposal)

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 Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6125*
 - *Joint Schedule 1 (Definitions)*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Call-Off Schedules*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *[Call-Off Schedule 5 (Pricing Details)]*

- *[Call-Off Schedule 7 (Key Supplier Staff)]*
- *[Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]*
- *[Call-Off Schedule 9 (Security)]*
- *[Call-Off Schedule 10 (Exit Management)]*
- *[Call-Off Schedule 14 (Service Levels)]*
- *[Call-Off Schedule 15 (Call-Off Contract Management)]*
- *[Call-Off Schedule 20 (Call-Off Specification)]*
- *[Call-Off Schedule 23 (HMRC)]*

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125

6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

ANNEX A

Agency Proposal (see Annex A at end of document)

Annex B

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated [insert date of signature of Call-Off Contract.]

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:	<i>Set out a short description of the Project.</i>
Project start Date Notice period for cancellation [Project Notice Period]:	<i>Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term and then rolling subject to notice.</i> <i>Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period</i>
Overarching Brand/Campaign	<i>If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.</i>
Deliverables	<i>Set out a description of the Deliverables to be supplied by the Agency for this Project.</i> <i>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</i>

Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write:

- Creative for campaigns (service)
- Development and testing of creative propositions (deliverables)
- Creative assets for use on social media
- Delivery of creative assets for “Above the Line” media
- Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines
- PR
- PR strategy that compliments the “Above the Line” approach
- Development and delivery of PR hooks/stunts in agreement with the client
- Development of three Op eds, case studies and three feature articles
- Management of media at up to seven events, working with departmental press office
- Evaluation in accordance with the HMG evaluation Framework

State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.

State that Client’s use of the Deliverables will be “subject to any third-party usage rights which are notified to the Client in accordance with this Call-Off Contract “.

Inclusion of Additional Schedules

The following Schedules are incorporated into this Statement of Work

Schedule Name	Incorporated (Mark with ‘X’ if incorporated)
Creative Advertising Services (online and/or offline)	

	Social Media Services		
	Public Relations		
	Simple Software/website/app development		
	Below the line/experiential		
Project Plan:	Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)		
Contract Charges:	<p>Set out the calculation of the Contract Charges [(including rules for the recovery of expenses)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency's Rate Card should be attached, together with invoice dates or milestones that trigger payment.</p> <p>All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.</p> <p>Set out any payment terms specific to the Project.</p> <p>Examples of different wording for Contract Charges:</p> <p>The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs</p> <p>OR</p> <p>The Contract Charges shall be calculated using the hourly charge out rates shown in [the Agency's rate card, [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall inclusive of all third-party costs.</p>		
Client Assets:	Set out details of the materials or information to be provided to the Agency.		
International locations:	If Services are to be supplied outside the UK, specify additional territories here		

Client Affiliates:	<i>If relevant, set out any Client Affiliates which will be using Deliverables</i>
Special Terms:	<i>Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc..</i>
Key Individuals:	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
Authorised Agency Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
Authorised Client Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....

Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of

[Client]

Date.....

Joint Schedule 1 (Definitions)

- (i) In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- (ii) If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- (iii) In each Contract, unless the context otherwise requires:
 - the singular includes the plural and vice versa;
 - reference to a gender includes the other gender and the neuter;
 - references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole;

any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

unless otherwise provided, references to "**Buyer**" or "**Client**" shall be construed as including Exempt Buyers; and

unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

- (iv) In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" Advertising Regulations "	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Deliverables;
" Affected Party "	the Party seeking to claim relief in respect of a Force Majeure Event;
" Affiliates "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" Agency "	the person, firm or company identified in the Framework Award Form;

"Agency Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
"Agency Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Agency's Confidential Information"	<p>any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;</p> <p>any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Agency's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;
"Agency Equipment"	The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Agency Marketing Contact"	shall be the person identified in the Framework Award Form;
"Agency Non-Performance"	<p>where the Agency has failed to:</p> <p>achieve a Milestone by its Milestone Date;</p> <p>provide the Service and/or Goods in accordance with the Service Levels; and/or</p> <p>comply with an obligation under a Contract;</p>
"Agency Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Agency Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

"Agency Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Audit"	<p>the Relevant Authority's right to:</p> <p>verify the accuracy of the Charges and any other amounts payable by a Client under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</p> <p>verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;</p> <p>verify the Open Book Data;</p> <p>verify the Client's and each Subcontractor's compliance with the Contract and applicable Law;</p> <p>identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Agency of the purpose or objective of its investigations;</p> <p>identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency);</p> <p>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>monitor the performance of a Statement of Work against its objectives;</p> <p>or</p>

	verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<p>the Relevant Authority's internal and external auditors;</p> <p>a) the Relevant Authority's statutory or regulatory auditors;</p> <p>b) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>c) HM Treasury or the Cabinet Office or GCS;</p> <p>d) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>e) successors or assigns of any of the above;</p>
"Authorised Client Approver"	any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;
"Authorised Agency Approver"	any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;
"Authority"	CCS and each Client;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Agency;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Branding Guidance"	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
"Brief"	a statement issued by the Client detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure and included as Call-Off Schedule 20 (Call-Off Specification);
"Buyer"	means the Client;

"Buyer Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Client and the Agency (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Agency by the Client under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Call-Off Contract less any Deductions and the GCS Management Charge;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Client"	the relevant public sector purchaser identified as such in the Order Form;
"Client Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Client Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Client Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;

"Comparable Supply"	the supply of Deliverables to another Client of the Agency that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;
"Confidential Information"	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Agency;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Agencies must interact with CCS and Clients under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Deliverables:) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Agency Staff, including:

	<p>base salary paid to the Agency Staff;</p> <p>employer's National Insurance contributions;</p> <p>) pension contributions;</p> <p>) car allowances;</p> <p>any other contractual employment benefits;</p> <p>) staff training;</p> <p>) work place accommodation;</p> <p>i) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>) reasonable recruitment costs, as agreed with the Client;</p> <p>) costs incurred in respect of Agency Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;</p> <p>) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Deliverables; and</p> <p>) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>Overhead;</p> <p>financing or similar costs;</p> <p>) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Agency Assets or otherwise;</p> <p>taxation;</p> <p>) fines and penalties;</p> <p>) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;

"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	The UK GDPR, as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under a Call-Off Contract;
"Default"	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Service and/or Goods that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Agency to the Client under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Agency in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Agency by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Client;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council;

	vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Agency for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;

"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Agency and CCS;
"Framework Contract"	the framework agreement established between CCS and the Agency in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Clients by the Agency pursuant to the FTS Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Suppliers"	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
"Framework Tender Response"	the tender submitted by the Agency to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GCS"	the professional body for public service communicators working in government departments, agencies and arm's length bodies;
"GCS Management Charge"	the sum specified in the Framework Award Form payable by Central Government Bodies to the Agency on behalf of CCS;
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and

	b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Agency) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

	<p>details of the impact of the proposed Variation on the Deliverables and the Agency's ability to meet its other obligations under the Contract;</p> <p>a) details of the cost of implementing the proposed Variation;</p> <p>b) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>c) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>d) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p>

	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
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"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Agency shall invoice the Client as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Performance Indicators" or "KPIs"	the performance measurements and targets in respect of the Agency's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p>

	<p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Agency shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Letter of Appointment Template"	the template in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Agency to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or

	c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;
"Moral Rights"	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>(i) IPR in items created by the Agency (or by a third party on behalf of the Agency) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(ii) IPR in or arising as a result of the performance of the Agency's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Agency's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p>

	<p>b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>the Agency's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <ul style="list-style-type: none"> ● operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; ● Overheads; ● all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables; ● the Agency Profit achieved over the Framework Contract Period and on an annual basis; ● confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency; ● an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and ● the actual Costs profile for each Service Period;
"Order"	<p>means an order for the provision of the Deliverables placed by a Client with the Agency under a Contract;</p>

"Order Form"	a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Call-Off Contract;
"Other Contracting Authority"	any actual or potential Client under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Agency's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Agency Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Agency, and in the in the context of a Call-Off Contract the Client or the Agency. "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Progress Meeting"	a meeting between the Client Authorised Representative and the Agency Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii. under legislation or common law concerning fraudulent acts; or iii. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Proposal"	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Proposal);
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Agency to return Goods to the Agency or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan"	<p>The Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>full details of the Default that has occurred, including a root cause analysis;</p> <p>a) the actual or anticipated effect of the Default; and</p> <p>b) the steps which the Agency proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <p>travel expenses incurred as a result of Agency Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>a) subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>

"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Agency"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Agency's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Client's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels)

	is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Agency's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Agency manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification);

	<p>c) standards detailed by the Client in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Work"	a supplemental Order under a Call-Off Contract to refine the Deliverables needed to complete the Brief;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	means the Agency;
"Supplier Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
"Supplier Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> ● any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency; ● any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract; ● Information derived from any of (a) and (b) above;

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;
"Supplier Equipment"	the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Agency has failed to: <ul style="list-style-type: none"> (b) Achieve a Milestone by its Milestone Date; (c) provide the Goods and/or Services in accordance with the Service Levels; and/or (d) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<ol style="list-style-type: none"> 1. all forms of taxation whether direct or indirect; 2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; 3. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and 4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Agency for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Agency and/or the Agency's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Agency Staff which the Client, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Agency Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Client] (" CCS " " the Client ") And [insert] name of Agency] (" the Agency ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Client/Agency]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Agency to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Client to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Client]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Client]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

a) THE INSURANCE YOU NEED TO HAVE

- a. The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:
 - i. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - ii. the Call-Off Contract Effective Date in respect of the Additional Insurances.
- b. The Insurances shall be:
 - i. maintained in accordance with Good Industry Practice;
 - ii. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - iii. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - iv. maintained for at least six (6) years after the End Date.
- c. The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Agency is legally liable.

b) HOW TO MANAGE THE INSURANCE

- a. Without limiting the other provisions of this Contract, the Agency shall:
 - i. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - ii. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and
 - iii. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

- c) **WHAT HAPPENS IF YOU AREN'T INSURED**
 - a. The Agency shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
 - b. Where the Agency has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.
- d) **EVIDENCE OF INSURANCE YOU MUST PROVIDE**
 - a. The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.
- e) **MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT**
 - a. The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.
- f) **CANCELLED INSURANCE**
 - a. The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
 - b. The Agency shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Agency shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
- g) **INSURANCE CLAIMS**
 - a. The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- b. Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- c. Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.
- d. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than with a minimum limit of indemnity as required by Law.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Client] :		Date:	
Agency [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Agency:		Date:	

Review of Rectification Plan [CCS/Client]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Client]		Date:	

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 5 (Pricing Details)

Fees for the first project only:

Level of resource	Grade of individual	Name and role/responsibility	Proposed hourly rate	No of hours on project	Total Fee
Agency Management	Managing Director				
Senior	Business Director				

Middle (Upper)	Senior Account Manager	■	■		
Department Head	Executive Creative Director	■	■		

Senior	Senior Art Director & Senior Copy-writer Creative Team				
Agency Management	Chief Strategy Officer				

Department Head	Head of Strategy				
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Senior	Planning Director	■	■		
Middle (Upper)	Planner	■	■		
Department Head	Head of Project Management	■	■		

Senior	Senior Project Manager	■	■		
Department Head	Head of Production	■	■		
Middle (Upper)	Producer	■	■		
				1060	X

Scope of work	
Service	Detail
█	█

Call-Off Schedule 5 (Pricing Details) Rate Card

Creative



PR



Content



Digital & Social



Direct Marketing



Design



Partnership



Events - Experiential



Call-Off Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles ("**Key Roles**") and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Agency"	any person who provides Deliverables to the Client which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Agency's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Client and the Agency recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Agency shall prepare and deliver to the Client for the Client's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Agency shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
 - 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
 - 2.4 Following receipt of the draft BCDR Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3. General Principles of the BCDR Plan (Section 1)**
- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Client by a Related Agency;
 - 3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Agency; and

- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Agency (and any Subcontractors) and for the Client;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Client has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Client as required by the Client to inform decisions in support of the Client's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Agency upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of the Client supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Agency's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Client Premises;
 - 5.2.2 loss of utilities to the Client Premises;
 - 5.2.3 loss of the Agency's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

- 5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Agency shall review the BCDR Plan:

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Client requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Agency shall conduct such reviews in accordance with the Client's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client's approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as the Client shall reasonably require.

6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a "Review Report**") setting out the Agency's proposals (the "**Agency's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.**

6.4 Following receipt of the Review Report and the Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Agency shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Client considers it necessary (acting in its sole discretion).
- 7.2 If the Client requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with the Client's requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by the Client unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.
- 7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Client and shall liaise with the Client in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Client.
- 7.4 The Agency shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Client. Copies of live test data used in any such testing shall be (if so required by the Client) destroyed or returned to the Client on completion of the test.
- 7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Agency's proposals for remedying any such failures.
- 7.6 Following each test, the Agency shall take all measures requested by the Client to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by the Client.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Agency shall immediately invoke the BCDR Plan (and shall inform the Client promptly of such invocation). In all other instances the Agency shall invoke or test the BCDR Plan only with the prior consent of the Client.

9. Circumstances beyond your control

- 9.1 The Agency 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 Schedule.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract, in either case as more particularly set out in the Security Policy where the Client has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Agency's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2 The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.

- 2.4** If the Agency believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Client. In doing so, the Agency must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Client pursuant to the Variation Procedure the Agency shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Agency shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Client in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 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 Agency from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Agency shall develop and maintain a Security Management Plan in accordance with this Schedule. The Agency shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Agency;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Deliverables, processes associated with the provision of the Deliverables, the Client Premises, the Sites and any ICT, Information and data (including the Client's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Client Premises, the Sites, and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Agency to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Agency shall prepare and deliver to the Client for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Client in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit to the Client for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Client shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Client to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Agency of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Agency at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Client.
- 4.4.2 The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.

- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Agency proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Client or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Client may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed 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.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Agency shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Client and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Client, where the Client so requests, 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 Client.
- 5.3 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 in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Client.

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	1 Agency Assets used exclusively by the Agency [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Agency Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agency shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Agency Assets used by the Agency [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Agency [or Key Subcontractor] for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services

	following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Client ;
"Transferable Contracts"	14 Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

- 2.1 The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Agency shall promptly:
 - 2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables

("Registers").

2.3 The shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Deliverables

- 3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencies (subject to the potential Replacement Agencies entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencies undertaking due diligence (the "**Exit Information**").
- 3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client 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 the Client in relation to any such changes).
- 3.4 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 Agency.

4. Exit Plan

- 4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Agency and/or the Client;
 - 4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Agency's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.
- 4.4 The Agency shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period; and

- (b) no later than [twenty (20) Working Days] after a request from the Client for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.
- 4.5 Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.

5. Termination Assistance

- 5.1 The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.
- 5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to

Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Agency shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;
 - 6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;
 - 6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;
 - 6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.
- 6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

7. Obligations when the contract is terminated

- 7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:
 - 7.2.1 vacate any Client Premises;

- 7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;
- 7.2.3 provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Agency; and
 - (b) such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Client to the Agency in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Agency shall not, without the Client's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Agency, the Client shall notify the Agency setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Client and/or the Replacement Agency requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the "**Transferring Contracts**"),

in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.
- 8.6 The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.
- 8.7 The Client shall:
- 8.7.1 accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Agency does the same.
- 8.8 The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.
- 8.9 The Agency shall indemnify the Client (and/or the Replacement Agency, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Client

(and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Client shall not be obliged to pay for costs incurred by the Agency in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Client or Replacement Agency (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Agency shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

"Service Level Failure" 17 means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" 18 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold" 19 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.3 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.3.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Client to terminate this Contract and/or to claim damages from the Agency for material Default.

Part A: Service Levels

1. Service Levels

If the level of performance of the Agency:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:

- 1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Agency to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or
- 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Annex A to Part A: Services Levels

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
[Accurate and timely billing of Client	Accuracy /Timelines	at least 98% at all times	[]

Access to Client support	Availability	at least 98% at all times	[]
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Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.2.3 details of any Critical Service Level Failures;
 - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 2.2.5 such other details as the Client may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;
 - 2.3.2 be attended by the Agency's Representative and the Client's Representative; and
 - 2.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the

Client's Representative and any other recipients agreed at the relevant meeting.

- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client's Representative at each meeting.
- 2.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

3. Satisfaction Surveys

- 3.1 The Client may undertake satisfaction surveys in respect of the Agency's provision of the Deliverables. The Client shall be entitled to notify the Agency of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;
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2. Managing the contract

2.1 The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

2.3 During the Contract Period, the Agency will:

2.3.1 keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

2.3.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4 During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. Approvals and Authority

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or

3.1.3 the signature of an Authorised Client Approver on the Agency's documentation.

3.2 Any reference to Agency Approval means written approval in one of the following ways:

3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or

3.2.2 the signature of an Authorised Agency Approver on the Client's documentation.

3.3 The Agency will seek the Client's prior Approval of:

3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

3.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.

3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.

3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

4. Monitoring Campaign Performance

4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

4.2 The Agency will fully comply with all remote access requests.

4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. Contract Risk Management

5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.

5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

6. International Work

6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Agency will be required to make available to the Buyer under this Call-Off Contract

BRIEF TEMPLATE

Department/Organisation:

Contact name:

Contact email:

Framework ref:

Date issued:

Response deadline:

Summary

- a) The problem
- b) Mandatory constraints/ services required
- c) Constraints that may preclude agencies from accepting this brief
- d) Budget
- e) Timescales

The Problem (and Objectives)

- a) Outcome goals
- b) Business/ brand/ channel objectives
- c) SMART objective/ policy objective

Context (Insight)

- a) About our organisation
- b) Outline of the policy context
- c) Data, research and useful links
- d) Previous communications activity

Audiences

- a) Audience data
- b) Current audience insight
- c) Customer journey
- d) Stakeholders and influencers
- e) Think/ feel/ do

Strategy

- a) Existing strategy
- b) Known sensitivities
- c) Branding arrangements
- d) Constraints – for example if the strategy must include a certain channel (eg TV)
- e) Conflicts of interest/ reputational constraints

Agency requirement (Implementation)

- a) Requirements
- b) Role of the agency
- c) Management and staffing
- d) OASIS outline Key delivery milestones

Agency response (Evaluation)

- a) OASIS outline
- b) Marking scheme
- c) Further stage(s)

Appointment and timings (Scoring / Evaluation)

- a) Timescales for tender (stages/ award)
- b) Contract length
- c) Total contract value

Call-Off Schedule 23 (HMRC Terms)

1. Definitions

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

“Connected Company” in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;

“Control” the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

“Prohibited Transaction” a) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Agency or a Connected Company on or in connection with the Charges; or

b) which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Agency under or pursuant to the applicable Key Subcontract,

other than transactions made between the Agency and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business;

“Purchase Order Number”	the Client’s unique number relating to the supply of the Deliverables;
“Supporting Documentation”	sufficient information in writing to enable the Client to reasonably verify the accuracy of any invoice; and
“Tax Compliance Failure”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where: <ul style="list-style-type: none"> (a) the “Economic Operator” means the Agency or any agent, Agency or Subcontractor of the Agency requested to be replaced pursuant to Paragraph 5.3; and (b) any “Essential Subcontractor” means any Key Subcontractor.

2. Exclusion of certain Core Terms and terms of Schedules

2.1. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):

2.1.1. Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and

2.1.2. Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.

2.2. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):

2.2.1. The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and

- 2.2.2. paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.

3. Charges, Payment and Recovery of Sums Due

3.1. The Agency shall invoice the Client as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.

3.2. In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Agency shall procure a Purchase Order Number from the Client before any Deliverables are supplied. Should the Agency supply Deliverables without a Purchase Order Number:

3.2.1. the Agency does so at its own risk; and

3.2.2. the Client shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Agency.

3.3. The Agency shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Client from time to time, either:

3.3.1. via the Client's electronic transaction system as an Electronic Invoice; or

3.3.2. to the payments.team@hmrc.gov.uk (or such other person notified to the Agency in writing by the Client) by email in pdf format or, if agreed with the Client, in hard copy by post.

4. Warranties

4.1. The Agency represents and warrants that:

4.1.1. in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;

- 4.1.2. it has notified the Client in writing of any Tax Compliance Failure it is involved in; and
- 4.1.3. no proceedings or other steps have been taken (nor, to the best of the Agency's knowledge, are threatened) for:
- 4.1.3.1. the winding up of the Agency;
 - 4.1.3.2. the Agency's dissolution; or
 - 4.1.3.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Agency's assets or revenue,
- and the Agency has notified the Client of any profit warnings it has issued in the three years prior to the Effective Date.
- 4.1.4. If the Agency becomes aware that any of the representations or warranties under Paragraphs in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;; it has notified the Client in writing of any Tax Compliance Failure it is involved in; and and/or no proceedings or other steps have been taken (nor, to the best of the Agency's knowledge, are threatened) for:
- 4.1.4.1. the winding up of the Agency;
 - 4.1.4.2. the Agency's dissolution; or
 - 4.1.4.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Agency's assets or revenue,
- 4.2. and the Agency has notified the Client of any profit warnings it has issued in the three years prior to the Effective Date. have been breached, are untrue or misleading, it shall immediately notify the Client in sufficient detail to enable the Client to make an accurate assessment of the situation.
- 4.3. In the event that the warranty given by the Agency in Paragraph it has notified the Client in writing of any Tax Compliance Failure it is involved in; and is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5. Promoting Tax Compliance

- 5.1. The Agency shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Agency is established.
- 5.2. The Agency shall provide to the Client the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, Agency or Subcontractor of the Agency prior to that person supplying any material Deliverables under the Contract.
- 5.3. Upon a request by the Client, the Agency shall not contract, or will cease to contract, with any agent, Agency or Subcontractor of the Agency engaged in supplying Deliverables under the Contract.
- 5.4. If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Agency shall:
 - 5.4.1. notify the Client in writing within five (5) Working Days of its occurrence; and
 - 5.4.2. promptly provide to the Client:
 - 5.4.2.1. details of the steps which the Agency is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and
 - 5.4.2.2. such other information in relation to the Tax Compliance Failure as the Client may reasonably require.
- 5.5. The Agency shall indemnify the Client against any liability for Tax (including any interest, penalties or costs incurred) of the Client in respect of the Agency's failure to account for or to pay any Tax relating to payments made to the Agency under this Contract.
- 5.6. Any amounts due under Paragraph **Error! Not a valid bookmark self-reference.** shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Client. Any amounts due under Paragraph 5.5 shall not be subject to clause 11.2 of the Core Terms.
- 5.7. Upon the Client's request, the Agency shall promptly provide information which demonstrates how the Agency complies with its Tax obligations.
- 5.8. If the Agency:

5.8.1. fails to comply with Paragraphs The Agency shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Agency is established., notify the Client in writing within five (5) Working Days of its occurrence; and and/or Upon the Client's request, the Agency shall promptly provide information which demonstrates how the Agency complies with its Tax obligations. this may be a material breach of the Contract;

5.9. fails to comply with a reasonable request by the Client that it must not contract, or must cease to contract, with any agent, Agency or Subcontractor of the Agency as required by Paragraph The Agency shall provide to the Client the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, Agency or Subcontractor of the Agency prior to that person supplying any material Deliverables under the Contract.

5.9.1. Upon a request by the Client, the Agency shall not contract, or will cease to contract, with any agent, Agency or Subcontractor of the Agency engaged in supplying Deliverables under the Contract. 3 on the grounds that the agent, Agency or Subcontractor of the Agency is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or

5.9.2. fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph promptly provide to the Client: this shall be a material breach of the Contract;

and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5.10. In addition to those circumstances listed in clause 15.2 to 15.4 of the Core Terms, the Client may internally share any information, including Confidential Information, which it receives under Paragraphs The Agency shall provide to the Client the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, Agency or Subcontractor of the Agency prior to that person supplying any material Deliverables under the Contract.

5.11. Upon a request by the Client, the Agency shall not contract, or will cease to contract, with any agent, Agency or Subcontractor of the Agency engaged in supplying Deliverables under the Contract. to If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Agency shall: (inclusive) and Upon the Client's request, the Agency shall promptly provide information which demonstrates how the Agency complies with its Tax obligations..

6. Use of Off-shore Tax Structures

- 6.1. The Agency shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Client otherwise agrees to that Prohibited Transaction.
- 6.2. The Agency shall notify the Client in writing (with reasonable supporting detail) of any proposal for the Agency, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Agency shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.
- 6.3. If a Prohibited Transaction is entered into in breach of Paragraph The Agency shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Client otherwise agrees to that Prohibited Transaction. , or circumstances arise which may result in such a breach, the Agency and/or the Key Subcontractor (as applicable) shall discuss the situation with the Client. The Parties shall agree (at no cost to the Client) any necessary changes to any such arrangements by the undertakings concerned (and the Agency shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary.
- 6.4. Failure by the Agency (or a Key Subcontractor) to comply with the obligations set out in Paragraphs The Agency shall notify the Client in writing (with reasonable supporting detail) of any proposal for the Agency, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Agency shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place. and If a Prohibited Transaction is entered into in breach of Paragraph The Agency shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Client otherwise agrees to that Prohibited Transaction. , or circumstances arise which may result in such a breach, the Agency and/or the Key Subcontractor (as applicable) shall discuss the situation with the Client. The Parties shall agree (at no cost to the Client) any necessary changes to any such arrangements by the undertakings concerned (and the Agency shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary. shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

7. Data Protection and off-shoring

7.1. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

7.1.1. not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

7.1.1.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

7.1.1.2. the Data Subject has enforceable rights and effective legal remedies;

7.1.1.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

7.1.1.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

7.2. Failure by the Processor to comply with the obligations set out in Paragraph The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract: shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

8. Commissioners for Revenue and Customs Act 2005 and related Legislation

8.1. The Agency shall comply with, and shall ensure that all Agency Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 (“**CRCA**”) to maintain the confidentiality of Government Data. Further, the Agency acknowledges that (without prejudice to any other rights and remedies of the Client) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.

- 8.2. The Agency shall comply with, and shall ensure that all Agency Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. Further, the Agency acknowledges that (without prejudice to any other rights and remedies of the Client) a breach of those obligations may lead to prosecution under those Acts.
- 8.3. The Agency shall comply with, and shall ensure that all Agency Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Agency acknowledges that (without prejudice to any other rights and remedies of the Client) a breach of the Agency's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 8.4. The Agency shall regularly (not less than once every six (6) months) remind all Agency Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Agency Staff set out in Paragraphs The Agency shall comply with, and shall ensure that all Agency Staff who will have access to, or are provided with, Government Data comply with, 8.2 and 8.3. The Agency shall monitor the compliance by Agency Staff with such obligations.
- 8.5. The Agency shall ensure that all Agency Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Agency shall provide a copy of each such signed declaration to the Client upon demand.
- 8.6. In the event that the Agency or the Agency Staff fail to comply with this Paragraph **Commissioners for Revenue and Customs Act 2005 and related Legislation**, the Client reserves the right to terminate the Contract as if that failure to comply were an event to which clause 10.4.1 of the Core Terms applies.

Annex 1

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")
 - 1) The Economic Operator or Essential Subcontractor (EOS)
 - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*¹;
 - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - a. Fraudulent evasion²;
 - b. Conduct caught by the General Anti-Abuse Rule³;
 - c. Conduct caught by the Halifax Abuse principle⁴;
 - d. Entered into arrangements caught by a DOTAS or VADR scheme⁵;

¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

² 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

³ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

⁴ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

⁵ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or

- e. Conduct caught by a recognised ‘anti-avoidance rule’⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- f. Entered into an avoidance scheme identified by HMRC’s published Spotlights list⁷;
- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

- 3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

- 1. In respect of (a), either X:

- 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,
- 2. Has been charged with an offence of fraudulent evasion.

- 2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no Agency would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.

proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

⁶ The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: [for Agency to insert Contract reference number and contract date]
((‘the Agreement’)

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

1. How the contract works

- a. The Agency is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- b. CCS does not guarantee the Agency any exclusivity, quantity or value of work under the Framework Contract.
- c. CCS has paid one penny to the Agency legally to form the Framework Contract. The Agency acknowledges this payment.
- d. If the Client decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules). If allowed by the Regulations, the Client can:
 - a. make changes to Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
 - b. create new Call-Off Schedules;
 - c. exclude optional template Call-Off Schedules; and/or
 - d. use Special Terms in the Letter of Appointment to add or change terms.
- e. Each Call-Off Contract:
 - a. is a separate Contract from the Framework Contract;
 - b. is between an Agency and a Client;
 - c. includes Core Terms, Schedules and any other changes or items in the completed Letter of Appointment; and
 - d. survives the termination of the Framework Contract until its own End Date.
- f. Where the Agency is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Agency must tell them about this Framework Contract before accepting their order so that they are aware that they could place an order under this Framework Contract.
- g. The Agency acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Agency.
- h. The Agency will not be excused from any obligation, or be entitled to additional Costs

or Charges because it failed to either:

- a. verify the accuracy of the Due Diligence Information; or
 - b. properly perform its own adequate checks.
-
- i. CCS and the Client will not be liable for errors, omissions or misrepresentation of any information.
 - j. The Agency warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

2. What needs to be delivered

a. All deliverables

- i. The Agency must provide Deliverables:
 - a. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Proposal (if there is one);
 - b. to a professional standard;
 - c. using reasonable skill and care;
 - d. using Good Industry Practice;
 - e. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - f. on the dates agreed; and
 - g. that comply with Law.
 - ii. The Agency must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.
-
- ### **b. Services clauses**
- i. The Agency must co-operate with the Client and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
 - ii. The Agency must at its own risk and expense provide all Agency Equipment required to Deliver the Services.
 - iii. The Agency must allocate sufficient resources and appropriate expertise to each Contract.
 - iv. The Agency must take all reasonable care to ensure performance does not disrupt the Client's operations, employees or other contractors.

- v. The Agency must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
 - vi. The Client is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.
 - vii. Late Delivery of the Services will be a Default of a Call-Off Contract.
- c. **Goods clauses**
- i. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
 - ii. All manufacturer warranties covering the Goods must be assignable to the Client on request and for free.
 - iii. The Agency transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
 - iv. Risk in the Goods transfers to the Client on Delivery of the Goods, but remains with the Agency if the Client notices damage following Delivery and lets the Agency know within 3 Working Days of Delivery.
 - v. The Agency warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
 - vi. The Agency must deliver the Goods on the date and to the specified location during the Client's working hours.
 - vii. The Agency must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
 - viii. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
 - ix. The Agency must provide all tools, information and instructions the Client needs to make use of the Goods.
 - x. The Agency must indemnify the Client against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
 - xi. The Client can cancel any order or part order of Goods which has not been Delivered. If the Client gives less than 14 days notice then it will pay the Agency's reasonable and proven costs already incurred on the cancelled order as long as the Agency takes all reasonable steps to minimise these costs.
 - xii. The Agency must at its own cost repair, replace, refund or substitute (at the Client's option and request) any Goods that the Client rejects because they do not conform with Clause 3. If the Agency does not do this it will pay the Client's costs including repair or re-supply by a third party.

3. Pricing and payments

- a. In exchange for the Deliverables, the Agency must invoice the Client for the Charges in the Letter of Appointment or applicable Statement of Work.
- b. CCS must invoice the Agency for the Management Charge and the Agency must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- c.
- d. The Agency must invoice the Client for the GCS Management Charge and pass it to CCS when the Agency pays the Management Charge.
- e. All Charges and the Management Charge:
 - a. exclude VAT, which is payable on provision of a valid VAT invoice; and
 - b. include all costs connected with the Supply of Deliverables.
- f. The Client must pay the Agency the Charges within 30 days of receipt by the Client of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Letter of Appointment.
- g. An Agency invoice is only valid if it:
 - a. includes all appropriate references including the Contract reference number and other details reasonably requested by the Client;
 - b. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - c. does not include any Management Charge (the Agency must not charge the Client in any way for the Management Charge).
- h. The Client must accept and process for payment an undisputed Electronic Invoice received from the Agency.
- i. The Client may retain or set-off payment of any amount owed to it by the Agency if notice and reasons are provided.
- j. The Agency must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Client can publish the details of the late payment or non-payment.
- k. If CCS or the Client can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Agency to provide the Deliverables, then CCS or the Client may require the Agency to use their supplier.
- l. If CCS or the Client uses Clause 4.10 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

- m. The Agency has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

4. The client's obligations to the agency

- a. If Agency Non-Performance arises from an Authority Cause:
 - a. neither CCS or the Client can terminate a Contract under Clause 10.4.1;
 - b. the Agency is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - c. the Agency is entitled to additional time needed to make the Delivery; and
 - d. the Agency cannot suspend the ongoing supply of Deliverables.
- b. Clause 5.1 only applies if the Agency:
 - a. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - b. demonstrates that the Agency Non-Performance would not have occurred but for the Authority Cause; and
 - c. mitigated the impact of the Authority Cause.

5. Record keeping and reporting

- a. The Agency must attend Progress Meetings with the Client and provide Progress Reports when specified in the Letter of Appointment.
- b. The Agency must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - a. during the Contract Period;
 - b. for 7 years after the End Date; and
 - c. in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- c. The Relevant Authority or an Auditor under the CRTPA can Audit the Agency.
- d. During an Audit, the Agency must:
 - a. allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - b. provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

- e. Where the Audit of the Agency is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- f. If the Agency is not providing any of the Deliverables, or is unable to provide them, 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.
- g. The Agency must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - a. the methodology of the review;
 - b. the sampling techniques applied;
 - c. details of any issues; and
 - d. any remedial action taken.
- h. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Agency's management team that is qualified in either a relevant audit or financial discipline.
- i. If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.
- j. If an Audit reveals:
 - a. that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or
 - b. a material Default
- k. CCS may terminate this Framework Agreement. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.
- l. The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 6.10.
- m. CCS may from time to time undertake (or procure the undertaking of) a "Client Satisfaction Survey", to assess the level of satisfaction among some or all Clients with

the Deliverables. This may include:

- a. the way in which the Services are provided, performed and delivered;
 - b. the quality, efficiency and effectiveness of the supply of the Services;
 - c. Agency compliance with this Framework Agreement and any Call-Off Contracts; and
 - d. any other assessment CCS deems appropriate for monitoring Client satisfaction.
- n. CCS and the Clients may use the results of any Client Satisfaction Survey to make decisions in relation to this Framework Agreement and any Call-Off Contracts.
- o. When the Agency enters into or extends a Call-Off Contract with a Client, a signed copy of the Call-Off Contract must be provided to CCS within 14 days.

6. Supplier staff

- a. The Supplier Staff involved in the performance of each Contract must:
 - a. be appropriately trained and qualified;
 - b. be vetted using Good Industry Practice and the Security Policy; and
 - c. comply with all conduct requirements when on the Client's Premises.
- b. Where a Client decides one of the Supplier's Staff is not suitable to work on a contract, the Agency must replace them with a suitably qualified alternative.
- c. If requested, the Agency must replace any person whose acts or omissions have caused the Agency to breach Clause 27.
- d. The Agency must provide a list of Supplier Staff needing to access the Client's Premises and say why access is required.
- e. The Agency indemnifies CCS and the Client against all claims brought by any person employed by the Agency caused by an act or omission of the Agency or any Supplier Staff.

7. Rights and protection

- a. The Agency warrants and represents that:
 - a. it has full capacity and authority to enter into and to perform each Contract;
 - b. each Contract is executed by its authorised representative;
 - c. it is a legally valid and existing organisation incorporated in the place it was formed;
 - d. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - e. it maintains all necessary rights, authorisations, licences and consents to perform

- its obligations under each Contract;
 - f. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - g. it is not impacted by an Insolvency Event;
 - h. it will comply with each Call-Off Contract; and
 - i. as at the date they are delivered, the Deliverables of a Call-Off Contract may be used for the purposes set out in the Call-Off Contract and comply with all Advertising Regulations.
- b. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Agency provides Deliverables under the Contract.
- c. The Agency indemnifies both CCS and every Client against each of the following:
 - a. wilful misconduct of the Agency, Subcontractor and Supplier Staff that impacts the Contract; and
 - b. non-payment by the Agency of any Tax or National Insurance.
- d. All claims indemnified under this Contract must use Clause 26.
- e. The description of any provision of this Contract as a warranty does not prevent CCS or a Client from exercising any termination right that it may have for breach of that clause by the Agency.
- f. If the Agency becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Client.
- g. All third party warranties and indemnities covering the Deliverables must be assigned for the Client's benefit by the Agency.

8. Intellectual Property Rights (IPRs)

- a. Each Party keeps ownership of its own Existing IPRs. The Agency gives the Client a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Agency's Existing IPR to enable it to both:
 - a. receive and use the Deliverables; and
 - b. make use of the deliverables provided by a Replacement Agency.
- b. Any New IPR created under a Contract is owned by the Client. The Client gives the Agency a non-exclusive licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

- c. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- d. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- e. If there is an IPR Claim, the Agency indemnifies CCS and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- f. If an IPR Claim is made or anticipated the Agency must at its own expense and the Client's sole option, either:
 - a. obtain for CCS and the Client the rights in Clause 9.1 and 9.2 without infringing any Third Party IPR; or
 - b. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- g. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Client and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Agency acknowledges that any authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.
- h. The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and the Call-Off Contract, other than any IPR provided to it by CCS or the Client. The Agency shall maintain these licences in full during the Contract Period of this Framework Contract and the Call-Off Contract.
- i. Unless expressly prohibited in a Call-Off Contract, the Agency will be able during and after the Contract Period to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client's prior Approval.
- j. During the Contract Period, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 9, the Agency will retain ownership of all IPR in any materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such materials will be used in a Call-Off Contract the Agency will assign all such IPR to the Client.

- k. The Agency is not liable in connection with a Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client.
- l. Any marketing materials produced by the Agency in relation to this Framework Contract must comply in all respects with the Branding Guidance.
- m. To the extent permitted by Law, the Agency shall ensure that all Moral Rights relating to Agency IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the relevant materials.
- n. The Agency will use its reasonable endeavours to ensure that all Moral Rights relating to Third Party IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party IPR to procure that Moral Rights are not asserted in respect of the relevant materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any such materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such materials into the Deliverables.

9. Ending the contract or any subcontract

- a. **Contract Period**
 - i. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
 - ii. The Relevant Authority can extend the Contract for the Extension Period by giving the Agency no less than 3 Months' written notice before the Contract expires.
- b. **Ending the contract without a reason**
 - i. CCS has the right to terminate the Framework Contract at any time without reason by giving the Agency at least 30 days' notice.
 - ii. Each Client has the right to terminate their Call-Off Contract at any time without reason by giving the Agency not less than 90 days' written notice.
- c. **Rectification plan process**
 - i. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Agency provide a Rectification Plan.
 - ii. When the Relevant Authority receives a requested Rectification Plan it can either:
 - a. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - b. accept the Rectification Plan or revised Rectification Plan (without limiting its

rights) and the Agency must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

- iii. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
 - a. must give reasonable grounds for its decision; and
 - b. may request that the Agency provides a revised Rectification Plan within 5 Working Days.
- iv. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).
- d. **When CCS or the client can end a contract**
 - i. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:
 - a. there is an Agency Insolvency Event;
 - b. there is a Default that is not corrected in line with an accepted Rectification Plan;
 - c. the Agency does not provide a Rectification Plan within 10 days of the request;
 - d. there is any material Default of the Contract;
 - e. there is any material Default of any Joint Controller Agreement relating to any Contract;
 - f. there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
 - g. there is a consistent repeated failure to meet the Key Performance Indicators in Framework Schedule 4 (Framework Management);
 - h. there is a Change of Control of the Agency which is not pre-approved by the Relevant Authority in writing;
 - i. if the Relevant Authority discovers that the Agency was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
 - j. the Agency or its Affiliates embarrass or bring CCS or the Client into disrepute or diminish the public trust in them.
 - ii. CCS may terminate the Framework Contract if a Client terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
 - iii. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:

- a. the Relevant Authority rejects a Rectification Plan;
- b. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- c. if there is a declaration of ineffectiveness in respect of any Variation; or
- d. the events in 73 (1) (a) of the Regulations happen.

e. **When the agency can end the contract**

The Agency can issue a Reminder Notice if the Client does not pay an undisputed invoice on time. The Agency can terminate a Call-Off Contract if the Client fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

f. **What happens if the contract ends**

- i. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
 - a. The Client's payment obligations under the terminated Contract stop immediately.
 - b. Accumulated rights of the Parties are not affected.
 - c. The Agency must promptly repay to the Client any and all Charges the Client has paid in advance in respect of Deliverables not provided by the Agency as at the End Date.
 - d. The Agency must promptly delete or return the Government Data except where required to retain copies by Law.
 - e. The Agency must promptly return any of CCS or the Client's property provided under the terminated Contract.
 - f. The Agency must, at no cost to CCS or the Client, co-operate fully in the handover and re-procurement (including to a Replacement Agency).
- ii. In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Agency is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- iii. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or an Agency terminates a Call-Off Contract under Clause 10.5:
 - a. the Client must promptly pay all outstanding Charges incurred to the Agency; and
 - b. the Client must pay the Agency reasonable committed and unavoidable Losses as long as the Agency provides a fully itemised and costed schedule with evidence -

the maximum value of this payment is limited to the total sum payable to the Agency if the Contract had not been terminated.

- iv. In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- v. The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

g. **Partially ending and suspending the contract**

- i. Where CCS has the right to terminate the Framework Contract it can suspend the Agency's ability to accept Orders (for any period) and the Agency cannot enter into any new Call-Off Contracts during this period. If this happens, the Agency must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- ii. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- iii. Where the Client has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it (including without limitation individual Statements of Work). If the Client suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- iv. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- v. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Agency may not either:
 - a. reject the Variation; or
 - b. increase the Charges, except where the right to partial termination is under Clause 10.2.
- vi. The Client can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

h. **When subcontracts can be ended**

At the Client's request, the Agency must terminate any Subcontracts in any of the following events:

- a. there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- b. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- c. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

10. How much you can be held responsible for

- a. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- b. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Letter of Appointment.
- c. No Party is liable to the other for:
 - a. any indirect Losses; or
 - b. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- d. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
 - a. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - b. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - c. any liability that cannot be excluded or limited by Law;
 - d. its obligation to pay the required Management Charge, GCS Management Charge or Default Management Charge.
- e. In spite of Clauses 11.1 and 11.2, the Agency does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- f. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Agency's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- g. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

- h. When calculating the Agency's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - a. Deductions; and
 - b. any items specified in Clauses 11.5 or 11.6.
- i. If more than one Agency is party to a Contract, each Agency Party is jointly and severally liable for their obligations under that Contract.

11. Obeying the law

- a. The Agency must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- b. To the extent that it arises as a result of a Default by the Agency, the Agency indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- c. The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with Law, Clause 12.1 and Clauses 27 to 32.
- d. The Parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations and will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.
- e. Where the Agency or its Subcontractors perform the Contract outside the United Kingdom they shall do so in accordance with the Law and the local laws applicable to their activity in the relevant country, including without limitation the Modern Slavery Act 2015.

12. Insurance

The Agency must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Letter of Appointment.

13. Data protection

- a. The Agency must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- b. The Agency must not remove any ownership or security notices in or relating to the Government Data.
- c. The Agency must make accessible back-ups of all Government Data, stored in an

agreed off-site location and send the Client copies every 6 Months.

- d. The Agency must ensure that any Agency system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- e. If at any time the Agency suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Agency must notify the Relevant Authority and immediately suggest remedial action.
- f. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - a. tell the Agency to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Agency finds out about the issue, whichever is earlier; and/or
 - b. restore the Government Data itself or using a third party.
- g. The Agency must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Client is at fault.
- h. The Agency:
 - a. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - b. must have documented processes to guarantee prompt availability of Government Data if the Agency stops trading;
 - c. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - d. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Client unless required by Law to retain it; and
 - e. indemnifies CCS and each Client against any and all Losses incurred if the Agency breaches Clause 14 and any Data Protection Legislation.

14. What you must keep confidential

- a. Each Party must:
 - a. keep all Confidential Information it receives confidential and secure;
 - b. except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - c. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

- b. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - a. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - b. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - c. if the information was given to it by a third party without obligation of confidentiality;
 - d. if the information was in the public domain at the time of the disclosure;
 - e. if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - f. on a confidential basis, to its auditors;
 - g. on a confidential basis, to its professional advisers on a need-to-know basis; or
 - h. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- c. In spite of Clause 15.1, the Agency may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Agency to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- d. In spite of Clause 15.1, CCS or the Client may disclose Confidential Information in any of the following cases:
 - a. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Client;
 - b. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Client transfers or proposes to transfer all or any part of its business to;
 - c. if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - d. where requested by Parliament; or
 - e. under Clauses 4.7 and 16.
- e. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- f. Transparency Information is not Confidential Information.
- g. The Agency must not share any information with the media, make any media

announcement or publicise the Contracts or any part of them including a Brief or any other pre-Contract material or discussions in any way including industry award competitions, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

- h. Nothing in this Clause shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of this Framework Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of IPR.

15. When you can share information

- a. The Agency must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- b. Within five (5) Working Days of the Client's request the Agency must give CCS and each Client full co-operation and information needed so the Client can:
 - a. publish the Transparency Information;
 - b. comply with any Freedom of Information Act (FOIA) request; and/or
 - c. comply with any Environmental Information Regulations (EIR) request.
- c. The Relevant Authority may talk to the Agency to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

16. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

17. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

18. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This

does not affect third party rights and remedies that exist independently from CRTPA.

19. Circumstances beyond your control

- a. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
 - a. provides a Force Majeure Notice to the other Party; and
 - b. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- b. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Agency must represent themselves accordingly and ensure others do so.

21. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

22. Transferring responsibilities

- a. The Agency cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- b. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- c. When CCS or the Client uses its rights under Clause 23.2 the Agency must enter into a novation agreement in the form that CCS or the Client specifies.
- d. The Agency can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- e. The Agency remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- f. If CCS or the Client asks the Agency for details about Subcontractors, the Agency must provide details of Subcontractors at all levels of the supply chain including:

- a. their name;
- b. the scope of their appointment; and
- c. the duration of their appointment.

23. Changing the contract

- a. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- b. The Agency must provide an Impact Assessment either:
 - a. with the Variation Form, where the Agency requests the Variation; or
 - b. within the time limits included in a Variation Form requested by CCS or the Client.
- c. If the Variation cannot be agreed or resolved by the Parties, CCS or the Client can either:
 - a. agree that the Contract continues without the Variation; or
 - b. terminate the affected Contract, unless in the case of a Call-Off Contract, the Agency has already provided part or all of the provision of the Deliverables, or where the Agency can show evidence of substantial work being carried out to provide them; or
 - c. refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- d. CCS and the Client are not required to accept a Variation request made by the Agency.
- e. If there is a General Change in Law, the Agency must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- f. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Agency must give CCS and the Client notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
 - a. that the Agency has kept costs as low as possible, including in Subcontractor costs; and
 - b. of how it has affected the Agency's costs.
- g. Any change in the Framework Prices or relief from the Agency's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- h. The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to Call-Off Contracts.

The Client will receive the full benefit of such commission, discount or rebate and the Charges shall be varied accordingly.

- i. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

24. How to communicate about the contract

- a. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- b. Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- c. Notices to the Client must be sent to the Client Authorised Representative's address or email address in the Letter of Appointment.
- d. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

25. Dealing with claims

- a. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- b. At the Indemnifier's cost the Beneficiary must both:
 - a. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - b. give the Indemnifier reasonable assistance with the claim if requested.
- c. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- d. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- e. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- f. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

- g. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - a. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - b. the amount the Indemnifier paid the Beneficiary for the Claim.

26. Preventing fraud, bribery and corruption

- a. The Agency must not during any Contract Period:
 - a. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - b. do or allow anything which would cause CCS or the Client, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- b. The Agency must during the Contract Period:
 - a. create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - b. keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Client on request; and
 - c. if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- c. The Agency must immediately notify CCS and the Client if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
 - a. been investigated or prosecuted for an alleged Prohibited Act;
 - b. been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - c. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - d. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

- d. If the Agency notifies CCS or the Client as required by Clause 27.3, the Agency must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- e. In any notice the Agency gives under Clause 27.3 it must specify the:
 - a. Prohibited Act;
 - b. identity of the Party who it thinks has committed the Prohibited Act; and
 - c. action it has decided to take.

27. Equality, diversity and human rights

- a. The Agency must follow all applicable equality Law when they perform their obligations under the Contract, including:
 - a. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - b. any other requirements and instructions which CCS or the Client reasonably imposes related to equality Law.
- b. The Agency must take all necessary steps, and inform CCS or the Client of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

28. Health and safety

- a. The Agency must perform its obligations meeting the requirements of:
 - a. all applicable Law regarding health and safety; and
 - b. the Client's current health and safety policy while at the Client's Premises, as provided to the Agency.
- b. The Agency and the Client must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Client Premises that relate to the performance of a Contract.

29. Environment

- a. When working on Site the Agency must perform its obligations under the Client's current Environmental Policy, which the Client must provide.
- b. The Agency must ensure that Supplier Staff are aware of the Client's Environmental Policy.

30. Tax

- a. The Agency must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Client cannot terminate a Contract where the Agency has not paid a minor Tax or social security contribution.
- b. Where the Charges payable under a Contract with the Client are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Agency must notify CCS and the Client of it within 5 Working Days including:
 - a. the steps that the Agency is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - b. other information relating to the Occasion of Tax Non-Compliance that CCS and the Client may reasonably need.
- c. Where the Agency or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Agency must both:
 - a. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - b. indemnify the Client against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Agency or any of the Supplier Staff.
- d. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Agency must ensure that its contract with the Worker contains the following requirements:
 - a. the Client may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Client can specify the information the Worker must provide and the deadline for responding;
 - b. the Worker's contract may be terminated at the Client's request if the Worker fails to provide the information requested by the Client within the time specified by the Client;
 - c. the Worker's contract may be terminated at the Client's request if the Worker provides information which the Client considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - d. the Client may supply any information they receive from the Worker to HMRC for

revenue collection and management.

31. Conflict of interest

- a. The Agency must take action to ensure that neither the Agency nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- b. The Agency must promptly notify and provide details to CCS and each Client if a Conflict of Interest happens or is expected to happen.
- c. CCS and each Client can terminate its Contract immediately by giving notice in writing to the Agency or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

32. Reporting a breach of the contract

- a. As soon as it is aware of it the Agency and Supplier Staff must report to CCS or the Client any actual or suspected breach of:
 - a. Law;
 - b. Clause 12.1; or
 - c. Clauses 27 to 32.
- b. The Agency must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Client or a Prescribed Person.

33. Resolving disputes

- a. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- b. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- c. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - a. determine the Dispute;
 - b. grant interim remedies; and/or

- c. grant any other provisional or protective relief.
- d. The Agency agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- e. The Relevant Authority has the right to refer a Dispute to arbitration even if the Agency has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- f. The Agency cannot suspend the performance of a Contract during any Dispute.

34. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

35. Agency doing work for others

- a. Adverse public perception could have a detrimental impact on the Client's desired outcomes for a Call-Off Contract. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Contract Period of any Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):
 - a. has the potential to adversely affect the Client's desired outcome of the Call-Off Contract or diminish the trust that the public places in the Client; or
 - b. is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- b. The only exception to this is if the Agency provides services to an existing client, which the Client had been informed about before entering into the relevant Call-Off Contract.
- c. If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 36.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on the Call-Off Contract.
- d. If the Agency breaches Clause 36.1, the Client may terminate the relevant Call-Off Contract or any Statement of Work under it with immediate effect in accordance with Clause 10.4.1.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 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.

3. 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.

- 3.1 The Agency:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 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 offenses anywhere around the world.

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 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;
- 3.1.7 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 a Contract;
- 3.1.8 shall prepare and deliver to CCS, 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 Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors 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;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Client and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 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;
- 4.1.2 ensure that all Agency 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;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Agency Staff; and

- 4.1.5 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Agency Staff as a whole;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety;
and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Agency Staff 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.

2. Sustainability

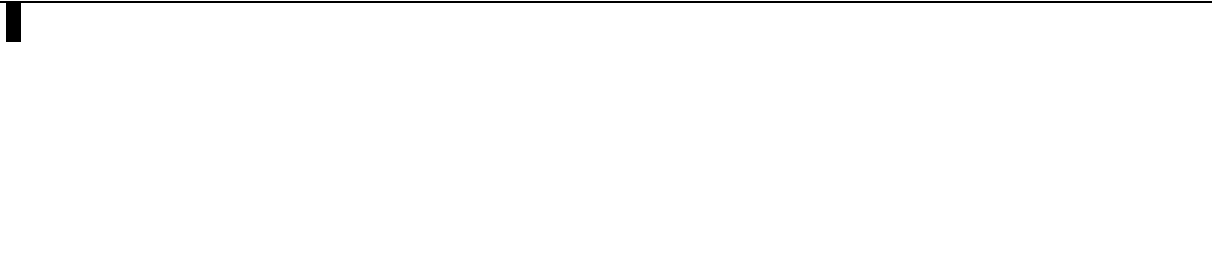
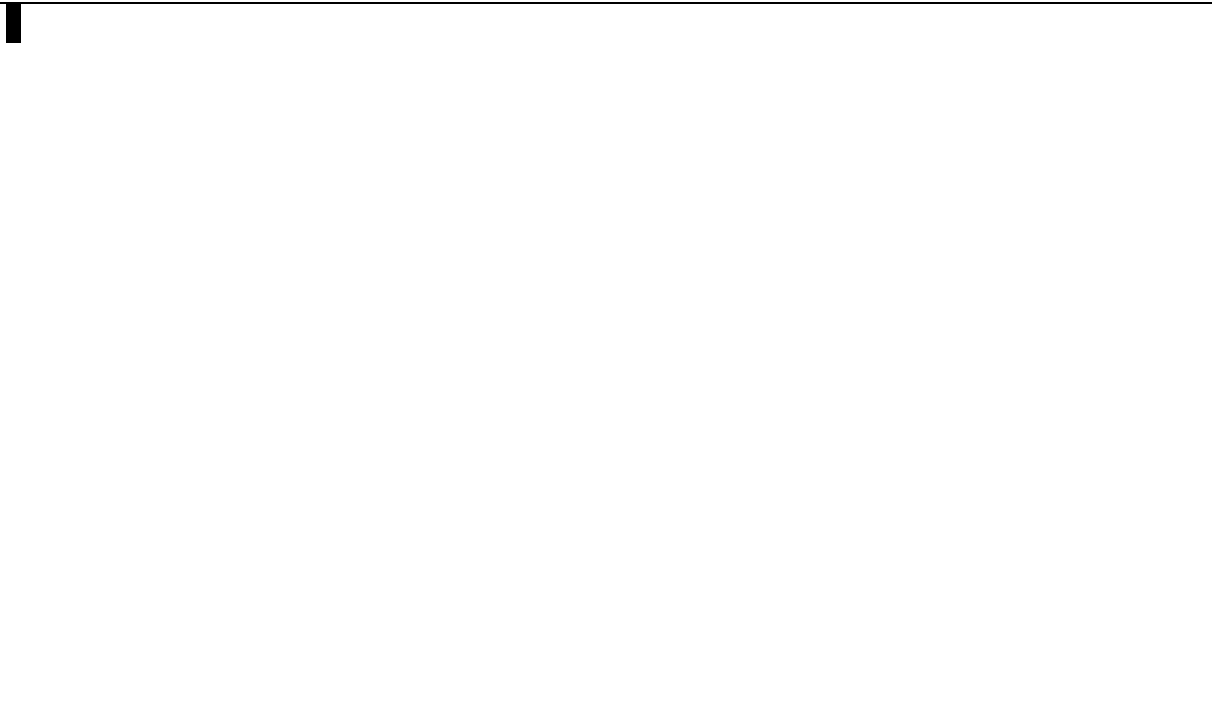

- 2.1 The Agency shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

Call-Off Schedule 4 (Proposal)

Stage 1

Questions	Digital Unlimited Group Ltd Answers
Covid Recovery: How have you helped local communities to manage and recover from the impact of COVID-19?	
Tackling Economic Inequality: How are you tackling economic inequality - creating new businesses, jobs, and skills. How are you increasing supply chain resilience and capacity?	

Fighting Climate Change: What are your commitments and actions to help reduce your environmental impact?	
Equal Opportunities: How are you promoting equal opportunities, by reducing disability employment gap and tackling workforce inequality?	
Wellbeing: How are you improving health and wellbeing and community cohesion?	

Award Criteria - Written Response to brief	
Please provide written response to brief	See Annex A (1)
Award Criteria - Security Management	
H1 a) Please confirm that you understand that your responses to this questionnaire will form the initial Security Plan and will be included in the final signed version of any resulting agreement.	Yes
H1 b) Please confirm that your organisation and any subcontractors will conform to the requirements set out in the Government Security Policy Framework (SPF) - see Tendering Instructions paragraph 6.8 - and any Security Requirements recorded in the Schedules and/or Service Order Form.	Yes
H1 c) If you believe that the Public Sector Network (PSN) Code of Connection, available from www.gov.uk, will apply to your organisation and any sub-contractors, please provide details of how you will conform to this. (Paragraph 6.8 of the Tendering Instructions also refers).	

H1 d) Please confirm that your organisation and any sub-contractors will handle HMRC assets in accordance with all relevant legislation, including the General Data Protection Regulation, (see GDPR), UK General Data Protection Regulation, (see UK GDPR), and in accordance with Clause 23 of the Contract. (Paragraph 6.8 of the Tendering Instructions also refers).	Yes
H1 e) Please confirm that you have paid the Data Protection Fee to the ICO or that you fall into one of the exempt categories. More information can be found here: Information Commissioners Office see ico.org.uk	Yes
H1 f) Please provide details of any security accreditation that your organisation currently possesses, such as, but not exclusive to, ISO 27001 and PCI DSS, and describe the process used to achieve the accreditation.	■

H2 a) For the locations where HMRC assets are held, please provide details of the procedures and security in place designed to control access to the site perimeter. Detail measures such as fencing, CCTV, guarding, and procedures and controls in place to handle staff and visitors requesting access to the site. Please also provide details of the maintenance schedule of your security controls.

H3 a) Please state what, if any, form of assessment in relation to the Government backed Cyber Essentials Scheme has been performed. If no assessment has been performed, please state when you expect it to be completed.	
H3 b) Please provide details of the controls and processes you have in place covering patching, malware (anti-virus), boundary/network security (intruder detection), content checking/blocking (filters), lockdown (prevention), and how regularly you update them.	
H4 a) Have all staff who will have access to, or come into contact with, HMRC assets or data undergone Baseline Security Standard checks? (See www.gov.uk for further information)	Yes
H4 c) All the Contractor's personnel who have access to HMRC data, and/or are directly involved in the service provision, sign a copy of HMRC's Non Disclosure Agreement. Please confirm that, in the event that your bid is successful, you will provide signed hard copies of the Non Disclosure Agreement for all personnel involved in this Contract if requested.	Yes

<p>H5 b) Please confirm your understanding and agreement that the transfer of any HMRC asset to third parties (any individual or group other than the main Contractor) is prohibited without prior written consent from HMRC. If you anticipate transferring data, especially using portable media during the delivery of this project, please set out your proposed transfer procedures for consideration.</p>	<p>■</p>
<p>H5 c) Please confirm that you understand that HMRC data should not be processed or stored outside the United Kingdom without the express permission of HMRC. If you are considering storing data outside of the UK, please provide details on how and where the data will be stored and also provide details of how you comply with Cabinet Office policy for offshoring.</p>	<p>No data will be stored or processed outside of the UK</p>
<p>H5 e) What arrangements are in place for secure disposal of HMRC assets that may be in your possession once no longer required?</p>	<p>Please find attached our Data Retention Policy.</p> <p>Retention periods and specific disposal arrangements can be adjusted, as required when agreeing terms with a client.</p>
<p>H5 f) How and when will you advise HMRC of security incidents that impact HMRC assets that may be in your possession?</p>	<p>Please find attached our Information Security Incident Management policy.</p>

<p>I3 a) Please provide an overview of your organisation's Business Continuity and disaster recovery plans in terms of HMRC data under the Contract, or attach a copy of your Business Continuity Plan.</p>	<p>Please find attached our Business Continuity and Disaster plan.</p>
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| **Annex A (1)**

