

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

This document includes guidance that you will need to edit or delete before finalising this order form.

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

Order Form

Call-off reference: **project_6176 - SAFE Taskforces**

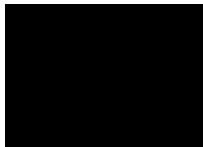
The buyer: **Department of Education**

Buyer address: **Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("DFE")**

The supplier:

Supplier address:

Registration number:



Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24th February 2022.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:**Lot 1: Business****Call-off incorporated terms**

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- a. Joint Schedule 1 (Definitions)
- b. Joint Schedule 2 (Variation Form)
- c. Joint Schedule 3 (Insurance Requirements)
- d. Joint Schedule 4 (Commercially Sensitive Information)
- e. Joint Schedule 6 (Key Subcontractors)
- f. Joint Schedule 7 (Financial Difficulties)
- g. Joint Schedule 8 (Guarantee)
- h. Joint Schedule 9 (Minimum Standards of Reliability)
- i. Joint Schedule 10 (Rectification Plan)

- j. Joint Schedule 11 (Processing Data)

Call-Off Schedules

- k. Call-Off Schedule 5 (Pricing Details)
 - l. Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - m. Call-Off Schedule 9 (Security)
 - n. Call-Off Schedule 10 (Exit Management)
 - o. Call-Off Schedule 13 (Implementation Plan and Testing)
 - p. Call-Off Schedule 14 (Service Levels)
 - q. Call-Off Schedule 15 (Call-Off Contract Management)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

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

[only the Buyer may insert, revise or supplement Core Terms, Joint Schedules, Call Off Schedules]

[None]

[Special Term 1.]

[Special Term 2.]

Call-off start date: 1st February 2022

Call-off expiry date: 31st March 2025

Call-off initial period: 3 years 2 months

Call-off deliverables:

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

Option A: Performance metrics to be discussed post award.

Maximum liability

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

Nothing in this Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.

Subject always to Clauses 11.2 the maximum amount the Supplier can be liable for in respect of all Defaults shall in no event exceed: in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Customer for the first Contract Year;

In relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Supplier under this Contract in the previous Contract Year; and in relation to any Defaults occurring in each Contract year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract charges payable to the Supplier under this Contract in the last Contract Year commencing during the Term.

Core Terms

Subject to Clause 11.2 and except for any claims arising, neither Party will be liable to the other in any situation for any:

- loss of profits
- loss of goodwill or reputation
- loss of revenue
- loss of savings whether anticipated or otherwise; or
- indirect or consequential loss or damage of any kind
- Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed the figure specified in the Letter of Appointment.

Call-off charges

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

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Following award, a purchase order will be raised by the buyer and provided to the supplier. The supplier should invoice quoting the provided purchase order number.

Buyer's invoice address

[REDACTED]

Education Engagement Finance Lead

[REDACTED]

2 St Paul's Place
125 Norfolk Street
Sheffield
S1 2JF

Buyer's authorised representative

[REDACTED]

Education Engagement and Serious Violence Policy Team Leader

[REDACTED]

Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("DFE")

Buyer's security policy

Security standards is stated within **Appendix 3– Departmental Security Standards**

Supplier's authorised representative

[REDACTED]

CEO

[REDACTED]

and

[REDACTED]

Supplier's contract manager

[REDACTED]

COO Public Sector Transformation Academy

[REDACTED]

Progress report frequency

Monthly in first 6 months, quarterly thereafter

Progress meeting frequency

Monthly in first 6 months, quarterly thereafter

Key subcontractor(s)

Public Sector Transformation Academy

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

The Public Services (Social Value) Act 2012 requires entities who commission public services to think about how they can also secure wider social, economic, and environmental benefits.

The act was further strengthened in January 2021 by Procurement Policy Note 06/20 (Taking Account of Social Value in the Award of Central Government Contracts) (September 2020) which states that "Social value should be explicitly evaluated in all central government procurement, where the requirements are related and proportionate to the subject-matter of the contract".

Whilst the overarching objective for the Government's commercial activities will remain as "Achieving the best commercial outcome", it is right that the Government applies its commissioning to supporting key social outcomes. The public sector must maximise social value effectively and comprehensively through its procurement. Applying social value requirements in

procurement can have a significantly positive impact by broadening the benefits that are delivered.

Comply with the social value commitments in Call-Off Schedule 4

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:



Name:



Role: Managing Partner

Date: Feb 28, 2022

For and on behalf of the Buyer:

Signature:

[REDACTED]

Name:

[REDACTED]

Role: Commercial Lead

Date: Feb 28, 2022

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

For and on behalf of the Buyer:

Signature:

[REDACTED]

Name:

[REDACTED]

Role: Deputy Director, Dept for Education

Date: Feb 28, 2022

CONTENTS

| | | | |
|-----|--|---|---|
| 1. | OVERVIEW OF THE AUTHORITY | 2 | |
| 2. | BACKGROUND TO YOUR REQUIREMENT | | 2 |
| 3. | YOUR REQUIREMENT | | 2 |
| 4. | BASE LOCATION | | 2 |
| 5. | PAYMENT | | 2 |
| 6. | STAFF VETTING, EXPERIENCE AND QUALIFICATIONS | 2 | |
| 7. | KEY MILESTONES | | 3 |
| 8. | AUTHORITY'S RESPONSIBILITIES | 3 | |
| 9. | REPORTING | | 3 |
| 11. | DEFINITIONS AND ACRONYMS | | 4 |

OVERVIEW OF THE AUTHORITY

The Department for Education is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships and wider skills in England.

The area of the Department contracting this work is the Behaviour, Attendance, Exclusions and Alternative Provision Division, Education Engagement and Serious Violence Team. The team is responsible for the SAFE Taskforces and Alternative Provision Specialist Taskforces programmes being run by the Department to tackle serious violence.

BACKGROUND TO YOUR REQUIREMENT

The SAFE Taskforces programme is being run in the 10 areas of England with the highest levels of serious youth violence. The programme is funding groups of mainstream schools and their key local partners (e.g. local authority) to come together to form a SAFE taskforce which will design, plan and implement a funded programme of interventions, aimed at secondary school pupils and designed to steer them away from violence and reduce truancy and poor behaviour.

The taskforces will also work alongside the Home Office's Violence Reduction Units (VRUs), Virtual School Heads, alternative provision schools, and other organisations to help them understand and target interventions to local need.

The taskforces will need to commission interventions from the NHS, youth services, local authorities, third sector / private providers or develop the capabilities in-house. Given this is a new way of working bringing groups of schools together to lead a cross-area programme and effective commissioning skills vary across the country, we believe it would be helpful to provide an offer of training and support to ensure a minimum level of skill and capability.

YOUR REQUIREMENT

The SAFE Taskforce in each area will need to access advice, support and training in order to commission effectively and meet the aims of the programme. This statement sets out the requirement on the supplier to provide commissioning support to the taskforces.

We require the provider to work with DfE to design a programme of support and training for the SAFE taskforces on commissioning of interventions and services to tackle serious violence and improve engagement in education, including:

- Training for the leads to improve their commissioning capability
- Courses on how to use evidence to support decision making

Core Terms

- Training on outcomes-based commissioning
- Local coaching for commissioning leads
- Training on how to use the voice of the community and ensure interventions are suitable for their context
- Training on how to oversee and monitor commissioned services
- Any other types of training and support that the provider would recommend and DfE agrees is suitable.

The provider will then provide the training, support and advice to SAFE taskforces as required, from 11th April 2022 to 31 March 2025.

This is likely to include an initial period of intense training and support to the taskforces at the outset of the programme (April to December 2022) followed by ongoing support to taskforces as and when it is required.

The provider will also be required to work with our evaluators to provide context and information on commissioning within the local areas, and to give regular updates on their delivery against a set of KPIs which will be developed following an initial period of discussion with the provider about how they will provide the above support.

BASE LOCATION

There is no requirement that the services be carried out at a specific place. Instead the services will need to be accessible to the taskforces, which will be based in the following 10 local areas:

- Birmingham
- Manchester
- Leeds
- Liverpool
- Sheffield
- Bradford
- Newham
- Lambeth
- Southwark
- Haringey

The commissioning support can be delivered online or in person where it is safe and possible to do so.

PAYMENT

The Department shall set up a purchase order, and the provider will invoice the Department, quoting the purchase order number, on a monthly basis.

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

The provider's staff should have experience of:

- Designing or delivering commissioning support to public sector leaders
- Handling sensitive and data protected information in a secure way

KEY MILESTONES

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone 1: Attend workshop with DfE to showcase standard commissioning support package and discuss bespoke requirements of the SAFE programme

Timeframe: Within 2 weeks of Contract Award

Milestone 2: Create draft version of bespoke support package and share with DfE

Timeframe: Within 6 weeks of Contract Award

Milestone 3: Have final version of bespoke package ready to be signed off by DfE

Timeframe: By 14 March 2022

Milestone 4: SAFE Taskforces are able to start accessing the training and support

Timeframe: By 11th April

AUTHORITY'S RESPONSIBILITIES

The Department will undertake the following to ensure the provider can meet the requirement:

- Work collaboratively with the provider to design a bespoke commissioning and support package
- Facilitate a discussion with the SAFE taskforces to understand what support and training they would most value
- Share details of the SAFE Taskforce strategic needs assessments and delivery plans (when available) with the provider in order that they can tailor their support

- Provide contact details for each of the SAFE Taskforces
- Provide regular catch up points between provider and DfE delivery team to discuss priorities and the impact of commissioning support on delivery

REPORTING

The provider shall provide a quarterly written report on training and support provided to the taskforces. The provider will also attend a quarterly meeting with the Department to discuss the contents of the report.

DEFINITIONS AND ACRONYMS

Support Attend Fulfil Exceed (SAFE) Taskforce

A group of schools, local authority leaders and other local leaders in a serious violence hotspot who are brought together to make commissioning decisions about where and how to invest in interventions to tackle serious youth violence and dis-engagement in education.

Disengagement in education

We use this term to refer to a time when a young person may have issues with attendance or poor behaviour in school which is impeding their learning



Bid Pack

Attachment 1 – About the Procurement

Contract Reference: RM6187 (MCF3)

Contract Reference: RM6187 (MCF3)

Contents

| | |
|-------------------------------|---|
| 1.Welcome | 2 |
| 2.The Opportunity | 2 |
| 3.What You Need To Know | 3 |
| 4.Timelines | 4 |
| 5.Making The Competition Work | 5 |
| 6.Lot Structure | 9 |

1. Welcome

Core Terms

- a. Our bid pack comes in two main parts:
 - i) **Attachment 1 - About the procurement** – what the opportunity is, who can bid, competition timelines for this competition and how to ask questions. Plus:
 - a) Making the competition work - sets out the rules of this competition.
 - b) How the contract works - what's in a contract.
 - ii) **Attachment 2 - How to bid** – guidance on the selection and award questions and how we will assess your bid. Register on our [e-Sourcing Suite](#) if you are not already registered.
- b. The additional attachments to this Bid Pack are:
 - i) Attachment 3 Statement of Requirements.
 - ii) Attachment 4 Pricing Schedule.
 - iii) Core Terms, Schedules and Call Off order form.
- c. Make sure you read all the attachments. The guidance, information and instructions that we provide are there to help you to make your best bid.
- d. If anything isn't clear, see 5. 'When and how to ask questions.'

2. The Opportunity

Core Terms

- a. This Procurement will establish a contract for the purchase of Services described in Attachment 3, Statement of Requirements.
- b. The contract will be for an initial period of **27 months**. There are no extension terms.
- c. The maximum contract value is £300,000.
- d. This Contract will be between the successful Supplier and the Contracting Authority.
- e. The Contract is being offered under RM6187 Management Consultancy Framework Three (MCF3) which will govern any resultant Contract.
- f. The Contracting Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is a call off contract and as such the Contracting Authority cannot guarantee volumes of work.

3. What You Need To Know

- a. What **'We'** and **'You'** Means
 - i) When we use 'we', 'us' or 'our' we mean the Contracting Authority.
 - ii) When we use 'Contracting Authority' we mean the specific department/organisation to whom the services will be delivered to and to whom you will enter into any subsequent contracts.
 - iii) When we use 'you' or 'your' we mean your organisation, or the organisation you represent, in this competition.
 - iv) The Public Contracts Regulations 2015 ("the Regulations") regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

4. Timelines

Expected execution (signature) date for Contract(s) 20/12/2021

Expected commencement date for Contract(s) 3/1/2022

a. What you can expect from us

- i) We will not share any information which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

b. What we expect from you

- i) You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
- ii) **You may:**
 - a) Submit one bid.
 - b) Your bid must remain valid for 90 days after the bid submission deadline.
 - c) You must submit your bid in English and through the e-Sourcing Suite only.

c. Contracting arrangements

- i) Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.

d. Bidder conduct and conflicts of interest

- i) You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
 - a) Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner,

Core Terms

supplier, consortium member (if relevant) or provider of finance.

- b) Canvass our staff or advisors about this competition.
 - c) Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
 - ii) You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.
- e. Confidentiality and Freedom of Information Act 2000
- i) You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to:
 - a) Submit a bid.
 - b) Comply with a legal obligation.
- f. Publicity
- i) You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
- g. Our rights
- i) **We reserve the right to:**
 - a) Waive or change the requirements of this Bid Pack without notice.
 - b) Verify information, seek clarification or require evidence or further information about your bid.
 - c) Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
 - d) Choose not to award any contract or Lot as a result of the competition.

Core Terms

- e) Choose to award different Lots at different times.
- f) Make any changes to the timetable, structure or content of the competition.

ii) **We reserve the right to exclude you if:**

- a) You submit a non-compliant bid.
- b) Your bid contains false or misleading information.
- c) You fail to tell us of any change in the contracting arrangements between bid submission and award.
- d) The change in the contracting arrangements would result in a breach of procurement law.
- e) For any other reason provided in this Bid Pack.
- f) For any reason set out in the Public Contracts Regulations 2015.

h. Consequences of misrepresentation

- i) If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be:
 - a) Excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015.
 - b) Sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
- ii) If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- iii) If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).

Core Terms

i. **Bid costs**

- i) We will not pay your bid costs for any reason.

j. **Warnings and disclaimers**

- i) The Contracting Authority will not be liable:
 - a) Where parts of the Bid Pack are not accurate, adequate or complete.
 - b) For any written or verbal communications.
- ii) You must carry out your own due diligence and rely on your own enquiries.
- iii) This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.

k. **Intellectual Property Rights**

- i) The Bid Pack remains our property. You must use the Bid Pack only for this competition.
- ii) You allow us to copy, amend and reproduce your bid so we can:
 - a) Run the competition.
 - b) Comply with law and guidance.
 - c) Carry out our business.
- iii) Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

5. Lot Structure

Core Terms

- a. The Services covered by this Procurement have:
 - i) Not been subdivided into Lots

FRAMEWORK SCHEDULE 1 (SPECIFICATION)

MANAGEMENT CONSULTANCY FRAMEWORK THREE (MCF3)

REFERENCE NUMBER

RM6187

CONTENTS

| | |
|--|-----------|
| INTRODUCTION..... | 3 |
| THE LOTS | 3 |
| MANDATORY SERVICE REQUIREMENTS: ALL LOTS | 3 |
| LOT 1: BUSINESS..... | 6 |
| LOT 2: STRATEGY AND POLICY | 6 |
| LOT 3: COMPLEX AND TRANSFORMATION | 7 |
| LOT 4: FINANCE | 7 |
| LOT 5: HR | 8 |
| LOT 6: PROCUREMENT AND SUPPLY CHAIN | 9 |
| LOT 7: HEALTH, SOCIAL CARE AND COMMUNITY | 9 |
| LOT 8: INFRASTRUCTURE INCLUDING TRANSPORT | 10 |
| LOT 9: ENVIRONMENTAL SUSTAINABILITY AND SOCIO-ECONOMIC DEVELOPMENT .. | 11 |

1. INTRODUCTION

- 1.1. The purpose of this document is to provide a description of the Services that the Supplier shall be required to deliver to the Buyer under the Call-Off Contract.

2. THE LOTS

- 2.1. The Services are divided into nine Lots:

- 2.1.1. Lot 1: Business
- 2.1.2. Lot 2: Strategy and Policy
- 2.1.3. Lot 3: Complex and Transformation
- 2.1.4. Lot 4: Finance
- 2.1.5. Lot 5: HR
- 2.1.6. Lot 6: Procurement and Supply Chain
- 2.1.7. Lot 7: Health, Social Care and Community
- 2.1.8. Lot 8: Infrastructure including Transport
- 2.1.9. Lot 9: Environmental Sustainability and Socio-economic Development

- 2.2. The Services within each Lot are contained in paragraphs 3 to 12 of this Specification and are not an exhaustive list. Buyers may require other similar Services, which will be detailed in the Call-Off Procedure. The scope of the Services for each Lot shall remain as described in this Specification and the contract notice placed in the Official Journal of the European Union.

- 2.3. Any Service standards and Key Performance Indicators (KPIs) that apply to the Services for each Lot are not set out in this Specification as it is the Buyer's responsibility to set these as appropriate in the Call-Off Procedure.

3. MANDATORY SERVICE REQUIREMENTS: ALL LOTS

- 3.1. The Supplier shall meet the mandatory requirements listed below in paragraphs 3.2 to 3.23, under this Framework Schedule 1 (Specification).
- 3.2. The Buyer will confirm their required Services during the Call-Off Procedure.
- 3.3. The Supplier shall create a relevant generic email address which shall be used for all Buyers' queries.

Core Terms

- 3.4. For each Call-Off Contract, the Supplier shall be expected to provide advice and assurance on different delivery options, if applicable, to the Buyer with a clear assessment of each option including, but not limited to, the practicality, timescales, cost, comparative value for money and risk. This advice and assurance may involve producing reports, outlining strategies, identifying programs of work and associated project plans.
- 3.5. The Supplier shall ensure that knowledge acquired during the Call-Off Contract term is transferred to the Buyer, which allows for the Buyer to improve awareness of strategic approaches and market intelligence and to share the learnings to internal and external stakeholders in the future.
- 3.6. The Supplier shall provide to the Buyer a full project plan which includes outputs and milestones. The Supplier shall agree with the Buyer the frequency of updates on milestone delivery, risks, issues and any other metrics required.
- 3.7. The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring the grade mix of the team assigned will be adapted to provide the right balance in terms of quality and cost effectiveness.
- 3.8. The Supplier shall consult the Buyer as to how they will manage and communicate with the stakeholders.
- 3.9. If applicable, the Supplier will identify and map the stakeholders relevant to the Call-Off Contract, including their interest and level of impact:
- 3.10. The Supplier shall ensure that all Services meet all of the policies and procedures detailed by the Buyer.
- 3.11. Security Clearance (SC) and/or Developed Vetting (DV) may be required of the Supplier staff for some Call-Off Contracts. If this is required the Buyer will detail their requirements in the Call-Off Procedure.
- 3.12. All Suppliers will need to have a current and valid Cyber Essentials certificate. If a Buyer requires Cyber Essentials Plus accreditation, this will be confirmed in the Call-Off Procedure.
- 3.13. The Supplier shall work with the Buyer and its stakeholders (if applicable) to identify and rank the risks identified and agree a risk management strategy. The Supplier shall proactively manage project risks and value management, to deliver mutual benefits and the most successful outcome for the Buyer.
- 3.14. The Supplier shall cooperate with all appropriate parties at all times in accordance with the spirit and terms of the Framework Contract and Call-Off Contract.

- 3.15. The Supplier may wish to consider the use of robotic process automation or artificial intelligence for elements of the delivery of Services on a case by case basis to the Buyer, where it is proven to bring additional benefits.

Complaints procedure

- 3.16. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Buyer.
- 3.17. The complaints procedure shall comply with the following:
- 3.17.1. All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt by the Supplier;
 - 3.17.2. All complaints shall be resolved within ten (10) working days of the original complaint being made, unless otherwise agreed with the Buyer; and
 - 3.17.3. All complaints shall be recorded, including: the date the complaint was received, complainant contact details, nature of the complaint, and the actions and timescales taken to resolve the complaint.
- 3.18. CCS may request a consolidated complaints report as and when from the Supplier, relating to all Buyer complaints. The report shall be provided to CCS by the Supplier within ten working days from the request.

Social Value

- 3.19. This Framework Contract requires the Supplier to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.
- 3.20. As a condition of participating on this framework contract, CCS requires suppliers on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.

Core Terms

- 3.21. Suppliers must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Buyers to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Suppliers must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts. Suppliers should consider the following policy themes, as a minimum:
- 3.21.1. COVID-19 recovery;
 - 3.21.2. Tackling economic inequality;
 - 3.21.3. Fighting climate change;
 - 3.21.4. Equal opportunity; and
 - 3.21.5. Wellbeing
- 3.22. Suppliers are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
- 3.23. The Buyer's requirements will be set out in the Call-Off Procedure. The Supplier shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 3.24. The Supplier shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
- 3.25. The Supplier shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

4. LOT 1: BUSINESS

- 4.1. Provision of objective advice relating to strategy, structure, management or operations of an organisation. This may include identification of options with recommendations as well as implementation and delivery.
- 4.2. The Supplier shall be able to offer a **minimum of seven** service lines in clauses 4.2.1 - 4.2.14 to the required Standards:
- 4.2.1. Business case development;
 - 4.2.2. Business consultancy;
 - 4.2.3. Business continuity and/or disaster recovery planning;
 - 4.2.4. Business policy strategy and/or appraisal;
 - 4.2.5. Business processes;

Core Terms

- 4.2.6. Change management;
- 4.2.7. Development and/or review of policy;
- 4.2.8. Digital, technology and cyber;
- 4.2.9. Forecasting and/or planning;
- 4.2.10. Operational planning and/or improvement;
- 4.2.11. Organisational review;
- 4.2.12. Programme & project management;
- 4.2.13. Risk, compliance and/or opportunity management; and
- 4.2.14. Value for money reviews.

5. LOT 2: STRATEGY AND POLICY

- 5.1. Provision of strategic objective advice relating to corporate strategies or government policy. This may include identification of options with recommendations as well as implementation and delivery.
- 5.2. The Supplier shall offer **all** of the service lines in clause 5.2.1 - 5.2.9 to the required Standards:
 - 5.2.1. Business structure;
 - 5.2.2. Business case development;
 - 5.2.3. Business process re-engineering;
 - 5.2.4. Change management;
 - 5.2.5. Digital, technology and cyber;
 - 5.2.6. Policy;
 - 5.2.7. Regulatory advice;
 - 5.2.8. Social value; and
 - 5.2.9. Strategic advice.

6. LOT 3: COMPLEX AND TRANSFORMATION

- 6.1. Provision of objective advice on complex programmes or portfolios of work which may be multi-disciplinary and/or transformational. This may include identification of options with recommendations, as well as implementation and delivery.
- 6.2. The Supplier shall offer **all** of the service lines in clause 6.2.1 - 6.2.13 to the required Standards:
 - 6.2.1. Business;
 - 6.2.2. Change management;
 - 6.2.3. Complex programmes;
 - 6.2.4. Digital, technology and cyber;
 - 6.2.5. Finance;
 - 6.2.6. HR;
 - 6.2.7. Organisation and operating model;
 - 6.2.8. Performance transformation;
 - 6.2.9. Procurement and/or supply chain;
 - 6.2.10. Project and programme management;
 - 6.2.11. Strategy and/or policy;
 - 6.2.12. Supplier side services and delivery; and
 - 6.2.13. Transformation management.

7. LOT 4: FINANCE

- 7.1. Provision of objective strategic and operational financial advice. This may include identification of options with recommendations as well as implementation and delivery.
- 7.2. The Supplier shall be able to offer a **minimum of 12** service lines in clause 7.2.1 - 7.2.24 to the required Standards:
 - 7.2.1. Actuarial services;
 - 7.2.2. Asset management including valuation, sales and disposals;

Core Terms

- 7.2.3. Business analysis;
- 7.2.4. Capital fundraising, derivatives and hedging;
- 7.2.5. Cash management;
- 7.2.6. Corporate restructuring and flotation;
- 7.2.7. Cost benefit reviews, studies, analysis and evaluation;
- 7.2.8. Debt restructuring, management and insolvency;
- 7.2.9. Developing and assessing project proposals;
- 7.2.10. Financial due diligence;
- 7.2.11. Economic analysis;
- 7.2.12. Financial accounting and/or reporting;
- 7.2.13. Financial performance review and viability studies;
- 7.2.14. Financing public infrastructure projects and negotiations;
- 7.2.15. Forecasting and budgeting;
- 7.2.16. Foreign exchange;
- 7.2.17. Investment, financial advice and market services;
- 7.2.18. Mergers, acquisitions and divestment;
- 7.2.19. Payment structure advice and risk;
- 7.2.20. Pensions services;
- 7.2.21. Policy impact assessments;
- 7.2.22. Regulation and statutory requirements and/or reporting;
- 7.2.23. Risk management; and
- 7.2.24. Tax including value added tax (VAT).

8. LOT 5: HR

- 8.1. Provision of objective advice on HR which may include identification of options with recommendations as well as implementation and delivery.
- 8.2. The Supplier shall be able to offer a **minimum of four** service lines in clause 8.2.1 - 8.2.10 to the required Standards:
 - 8.2.1. Capability development;
 - 8.2.2. Cultural transformation;
 - 8.2.3. Dispute management;
 - 8.2.4. Diversity and inclusion;
 - 8.2.5. Employee relations;
 - 8.2.6. HR functions, process and design;
 - 8.2.7. HR policy;
 - 8.2.8. Organisational design and/or workforce planning;
 - 8.2.9. Performance management; and
 - 8.2.10. Training and development.

9. LOT 6: PROCUREMENT AND SUPPLY CHAIN

- 9.1. Provision of objective advice in relation to procurement and supply chain. This may include identification of options with recommendations as well as implementation and delivery.
- 9.2. The Supplier shall offer a **minimum of six** service lines in clause 9.2.1 - 9.2.13 to the required Standards:
 - 9.2.1. Category management;
 - 9.2.2. Commercial review;
 - 9.2.3. Contract management;
 - 9.2.4. Cost reduction;
 - 9.2.5. Digitalisation;
 - 9.2.6. Financial advice;

Core Terms

- 9.2.7. Outsourcing and insourcing;
- 9.2.8. P2P;
- 9.2.9. Procurement process;
- 9.2.10. Sourcing;
- 9.2.11. Supplier management;
- 9.2.12. Supply chain and logistics; and
- 9.2.13. Tender development and analysis.

10. LOT 7: HEALTH, SOCIAL CARE AND COMMUNITY

- 10.1. Provision of objective specialist advice in areas related to health, social care and/or community. This may include identification of options with recommendations as well as implementation and delivery.
- 10.2. The Supplier shall offer a **minimum of 5** service lines in clause 10.2.1 - 10.2.21 to the required Standards:
 - 10.2.1. Alternative delivery models;
 - 10.2.2. Business case development;
 - 10.2.3. Charity/third sector improvement review;
 - 10.2.4. Capability development;
 - 10.2.5. Clinical evaluations;
 - 10.2.6. Commissioning models;
 - 10.2.7. Community services;
 - 10.2.8. Digital, technology and cyber;
 - 10.2.9. Healthcare services;
 - 10.2.10. Healthcare operational review, improvement and/or modelling;
 - 10.2.11. Healthcare transformation, change and delivery;
 - 10.2.12. Housing;

- 10.2.13. Mental healthcare;
- 10.2.14. Planning for health, social care and community ;
- 10.2.15. Policing and security;
- 10.2.16. Programme and project management;
- 10.2.17. Public service improvement review;
- 10.2.18. Regeneration;
- 10.2.19. Safeguarding;
- 10.2.20. Social care services; and
- 10.2.21. Strategy and policy.

11. LOT 8: INFRASTRUCTURE INCLUDING TRANSPORT

- 11.1. Provision of objective specialist advice on areas related to infrastructure and/or transport. This may include identification of options with recommendations.
- 11.2. The Supplier shall offer a **minimum of two** service lines in clause 11.2.1 - 11.2.8 to the required Standards:
 - 11.2.1. Aviation;
 - 11.2.2. Communications and technology infrastructure;
 - 11.2.3. Highways;
 - 11.2.4. Public transport (including buses and parking);
 - 11.2.5. Rail;
 - 11.2.6. Ports and shipping;
 - 11.2.7. Smart infrastructure; and
 - 11.2.8. Towns and cities.

12. LOT 9: ENVIRONMENTAL SUSTAINABILITY AND SOCIO-ECONOMIC DEVELOPMENT

- 12.1. Provision of objective strategic advice in areas related to environmental and/or sustainability. This may include identification of options with recommendations as well as implementation and delivery.
- 12.2. The Supplier shall offer a **minimum of four** service lines in clause 12.2.1 - 12.2.19 to the required Standards:
 - 12.2.1. Air quality;
 - 12.2.2. Carbon management (including reporting);
 - 12.2.3. Climate change adaptation and/or mitigation;
 - 12.2.4. Coastal;
 - 12.2.5. Contaminated land;
 - 12.2.6. Due diligence;
 - 12.2.7. Ecology and biodiversity;
 - 12.2.8. Environmental planning and protection;
 - 12.2.9. Equality analysis;
 - 12.2.10. Feasibility studies and/or impact assessment;
 - 12.2.11. Monitoring environmental indicators;
 - 12.2.12. Natural capital;
 - 12.2.13. Natural resource management;
 - 12.2.14. Policy development and/or implementation;
 - 12.2.15. Pollution control (including noise);
 - 12.2.16. Regulatory compliance;
 - 12.2.17. Risk management;
 - 12.2.18. Social value; and
 - 12.2.19. Sustainability.



Core Terms

1) 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- a. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- b. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- c. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- d. If the Buyer 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 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form 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 Order Form to add or change terms.
- e. Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- f. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

Core Terms

- g. The Supplier 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 Supplier.
- h. The Supplier 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 Buyer will not be liable for errors, omissions or misrepresentation of any information.
- j. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered**a. All deliverables**

- i) The Supplier must provide Deliverables:
 - (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (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 Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

b. Goods clauses

Core Terms

- 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 Buyer on request and for free.
- iii) The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- iv) Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- v) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- vi) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- vii) The Supplier 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 Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- x) The Supplier must indemnify the Buyer 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 Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- xii) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

c. Services clauses

- i) Late Delivery of the Services will be a Default of a Call-Off Contract.

Core Terms

- ii) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- iii) The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- iv) The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- v) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- vi) The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- vii) The Buyer 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.

4. Pricing and payments

- a. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- b. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- c. 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.
- d. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- e. A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;

Core Terms

- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- f. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
 - g. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
 - h. The Supplier 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 Buyer can publish the details of the late payment or non-payment.
 - i. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
 - j. If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
 - k. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

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

Core Terms

- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

a. The Supplier must:

- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
- (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

b. The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; and
- (c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

Core Terms

- c. The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.
- d. During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
 - (b) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- e. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.
- f. If the Supplier:
 - (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Relevant Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
 - (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

Core Terms

- g. The Supplier 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 Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- i. Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
 - (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - (b) all related invoices are completely and accurately included in the MI Reports;
 - (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
 - (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.
- j. The Supplier must comply with Buyer's reasonable instructions following an Audit, including:
 - (a) correct any identified Default;
 - (b) rectify any error identified in a Financial Report; and
 - (c) repaying any Charges that the Relevant Authority has overpaid.

Core Terms

- k. The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

7. 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 Buyer's Premises.
- b. Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- c. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- d. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- e. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- a. The Supplier 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;

Core Terms

- (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; and
 - (h) it will comply with each Call-Off Contract.
- b. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- c. The Supplier indemnifies both CCS and every Buyer against each of the following:
 - (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier 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 Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- f. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- g. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- a. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier'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 Supplier.

Core Terms

- b. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a 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 Supplier indemnifies CCS and each Buyer 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 Supplier must at its own expense and the Buyer's sole option, either:
 - obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - 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 Buyer 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 Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. 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 Supplier no less than 3 Months' written notice before the Contract expires.

b. Ending the contract without a reason

Core Terms

- i) CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.
- ii) Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier 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 Supplier 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 Supplier 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 Supplier 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 buyer 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 Supplier:
 - (a) there is a Supplier Insolvency Event;
 - (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
 - (c) the Supplier 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;

Core Terms

- (f) there is a Default of Clauses 2.10, 6, 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 Performance Indicators in Framework Schedule 4 (Framework Management);
 - (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
 - (i) if the Relevant Authority discovers that the Supplier 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 Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
- ii) CCS may terminate the Framework Contract if a Buyer 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 Supplier:
 - (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) any of the events in 73 (1) (a) or (c) of the Regulations happen.

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

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer 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 Buyer's payment obligations under the terminated Contract stop immediately.
 - (b) Accumulated rights of the Parties are not affected.
 - (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

Core Terms

- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 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 Supplier 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 a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier 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 Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier 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 Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

Core Terms

- 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 Supplier 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 Buyer 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 Buyer's request, the Supplier 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.

11. 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 £1,000,000.
- b. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 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).

Core Terms

- 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 or Default Management Charge.
- e. In spite of Clauses 11.1 and 11.2, the Supplier 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 Supplier'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 Supplier'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 Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- a. The Supplier 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 Supplier, the Supplier 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.

Core Terms

- c. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- a. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- b. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- c. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- d. The Supplier must ensure that any Supplier 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 Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier 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 Supplier 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 Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- g. The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

Core Terms

h. The Supplier:

- (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 Supplier 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 Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. 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

Core Terms

- (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 Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier 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 Buyer 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 Buyer;
 - (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 Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (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 Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- a. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- b. Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
 - (a) publish the Transparency Information;

Core Terms

- (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 Supplier 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.

17. 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.

18. 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.

19. 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.

20. 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:

Core Terms

- (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.

21. Relationships created by the contract

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

22. 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.

23. Transferring responsibilities

- a. The Supplier 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 Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- d. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- e. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

Core Terms

- f. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier 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.

24. 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 Supplier must provide an Impact Assessment either:
 - (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- c. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer 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 Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier 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 Buyer are not required to accept a Variation request made by the Supplier.
- e. If there is a General Change in Law, the Supplier 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 Supplier must give CCS and the Buyer 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:

Core Terms

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- g. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- h. 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.

25. 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 Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- d. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. 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.

Core Terms

- 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.

27. Preventing fraud, bribery and corruption

- a. The Supplier 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 Buyer, 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 Supplier 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 Buyer on request; and

Core Terms

- (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 Supplier must immediately notify CCS and the Buyer 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 Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.
- e. In any notice the Supplier 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.

28. Equality, diversity and human rights

- a. The Supplier 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 Buyer reasonably imposes related to equality Law.

Core Terms

- b. The Supplier must take all necessary steps, and inform CCS or the Buyer 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.

29. Health and safety

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

30. Environment

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

31. Tax

- a. The Supplier 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 Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- b. Where the Charges payable under a Contract with the Buyer 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 Supplier must notify CCS and the Buyer of it within 5 Working

Core Terms

Days including:

- (a) the steps that the Supplier 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 Buyer may reasonably need.
- c. Where the Supplier 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 Supplier 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 Buyer 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 Supplier or any of the Supplier Staff.
- d. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - (a) the Buyer 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 Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer 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 Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- a. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

Core Terms

- b. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- c. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

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

34. 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

Core Terms

- (c) grant any other provisional or protective relief.
- d. The Supplier 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 Supplier 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 Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Call-Off Schedule 5 (Pricing Details)

Please refer to the Pricing Schedule excel spreadsheet.

Attachment 4 - RM6187 Pricing schedule

Instructions for completing this Pricing Matrix - Please Read Carefully

This template contains two pricing models (time and materials and fixed price).

If you use time and materials for example you will need to delete the 'fixed price' tab.

If you use an alternative pricing model you need to develop one to reflect your requirements

All prices shall be in Great British Pounds (£)

Pricing cannot exceed your maximum framework prices

Enter prices as a numerical value only. Do not include additional characters such as £.

All pricing shall be exclusive of VAT.

Potential Providers shall not modify and cells, add rows or columns

Attachment 4 - RM6187 Pricing Schedule

| | |
|-------------------------|---------------------------------------|
| Procurement name: | SAFE Taskforces Commissioning Support |
| Procurement reference: | [Procurement reference] |
| RM6187 Lot number | LOT 1 |
| Supplier to insert name | |

| If your project is split into numerous activities which you would like priced separately please include below | Price |
|---|-------------------|
| Project Duration Base Costs (Staffing) | |
| Phase 1: Engage and Design (Staffing) | |
| Phase 2: Deliver - Developing SAFE Commissioning Practice (Staffing) | |
| Phase 3: Embed and Refresh (Staffing) | |
| Video Composition and Guest Speakers | |
| Materials | |
| Year 2 - Embed and Refresh plus Miscellaneous | |
| Year 3 - Embed and Refresh plus Miscellaneous | |
| | Total fixed price |

| | |
|--|-------------|
| Total fixed price including all expenses but excluding VAT | £300,000.00 |
|--|-------------|

| | |
|------------------------|-------------------------|
| Procurement reference: | [Procurement reference] |
|------------------------|-------------------------|

| | |
|-------------------|--------------|
| RM6187 Lot number | [Lot number] |
|-------------------|--------------|

| | |
|-------------------------|-----------------|
| Supplier to insert name | [Supplier name] |
|-------------------------|-----------------|

| TOTAL | | | | £0 | |
|-------|-------|---------------------------|----------------|-------|---------------|
| Grade | Names | Daily Rate (£ exc VAT) | Number of days | Total | Weighting (%) |
| | | | | £0 | |
| | | | | £0 | |

Core Terms

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**IF MORE LINES NEED ADDING FORMULA IN E5 MUST BE
AMENDED**