

## Key changes between the G-Cloud 10 and G-Cloud 11 Framework Agreements

The table sets out the key changes between the G-Cloud 10 and G-Cloud 11 Framework Agreements. It does not set-out minor changes such as numbering and the capitalisation of individual terms, however all existing and new capitalised terms are defined under Framework Agreement Schedule 3 - Glossary and Interpretations. This is intended to be used as a guide and Applicants are recommended to complete their own checks.

Place in Call Off Contract/Description of Update (in italics)	G-10 Framework Agreement	G-11 Framework Agreement
Section 2 - Services Offered, Clause 2.1  <i>Link Added to Technology Code of Practice</i>	For all lots, the Supplier must help Buyers comply with the Technology Code of Practice.	For all lots, the Supplier must help Buyers comply with the Technology Code of Practice: <a href="https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice">https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</a>
Section 4 - How services will be delivered, Clause 4.1 Warranties and Representations  <i>Updated clause regarding virus and malware</i>	it has used and must continue to use all reasonable endeavours to prevent viruse and malware.	it has used and will continue to use all reasonable endeavours, software and the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimize the impact of Malicious Software.

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<p>Section 4 - How services will be delivered, Clause 4.9 Liability</p> <p><i>Updated total aggregated liability to include <b>the higher of £150,000 or £125% of the Management Charge</b></i></p>	<p>4.9 Subject to any liabilities which can't be limited by Law under clause 4.2, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to 125% of the Management Charge paid or payable in the Year the default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract.</p>	<p>4.9 Subject to any liabilities which can't be limited by Law under clause 4.2, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the default happened. The Parties agree that these clauses 4.2 to 4.9 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract.</p>
<p>Section 7 - Transparency and access to records - Clause 7.10 What will happen during an audit or inspection</p> <p><i>Update to audit representatives</i></p>	<p>7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, National Audit Office, or auditors appointed by the Audit Commission access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p>	<p>7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p>
<p>Section 8 - General Governance - - Clause 8.42 Conflict of Interest and</p>	<p>8.42 The Supplier must not be in a position if there is a conflict, and will use reasonable endeavours to avoid</p>	<p>8.42 The Supplier must use reasonable endeavours to avoid being in a position of potential conflict between its financial,</p>

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<p>Ethical Walls</p> <p>Minor update to clarify clause</p>	<p>being in a position if there is potential conflict between its financial, personal, and other interests (or those of the Supplier Staff or any affiliated company) and the duties owed to CCS and the Buyer under this Framework Agreement or any Call-Off Contract.</p>	<p>personal, and other interests (or those of the Supplier Staff or any affiliated company) and the duties owed to CCS and the Buyer under this Framework Agreement or any Call-Off Contract.</p>
<p>Section 8 - General Governance - Entire Section Data Protection and Disclosure</p> <p><i>Deleted Data Protection and Disclosure Clauses to replace with new Schedule 4 Processing Data</i></p>	<p>Clauses 8.57 to 8.62 deleted. Refer to G-Cloud 10 Framework Agreement</p>	<p>8.57 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 4 Processing Data.</p> <p>8.58 The Supplier indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 8.57 and any Data Protection Legislation.</p>
<p>Section 8 - General Governance - Clauses 8.67 Managing Disputes</p> <p><i>Updated existing clause to as the original clause carried not real action</i></p>	<p>8.67 If the dispute can't be resolved, either Party will be entitled to refer it to mediation unless:</p> <ul style="list-style-type: none"> <li>i. CCS considers that the dispute is not suitable for resolution by mediation</li> <li>ii. the Supplier does not agree to mediation</li> </ul>	<p>8.67 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action</p>
<p>Section 8 - General Governance - Clauses 8.72 and 8.73 Mediation Process</p>	<p>8.72 Failing agreement, either Party can invite the mediator to provide a non-binding opinion in writing. This opinion will be provided and will not be used in evidence in any proceedings about this</p>	<p>8.72 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in</p>

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<i>Updates to mediation clauses to clarify</i>	<p>Framework Agreement without the prior written consent of both Parties.</p> <p>8.73 If the dispute can't be resolved by mediation, the Parties can refer it to arbitration.</p>	<p>evidence in any proceedings about this Framework Agreement without the prior written consent of both Parties.</p> <p>8.73 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).</p>
<p>Section 8 - General Governance - Clauses 8.89 to 8.99 Corporate Social Responsibility</p> <p><i>New Corporate Social Responsibility Clauses introduced for G-Cloud 11</i></p>	<p>New for G-Cloud 11</p>	<p>8.89 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf</a></p> <p>8.90 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.</p> <p>8.91 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.</p>

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		<p>8.92 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:</p> <ul style="list-style-type: none"> <li>● eliminate discrimination, harassment or victimisation of any kind; and</li> <li>● advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.</li> </ul> <p>8.93 The Supplier:</p> <ul style="list-style-type: none"> <li>● shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;</li> <li>● shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;</li> <li>● warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.</li> </ul>

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		<ul style="list-style-type: none"> <li>● warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.</li> <li>● shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.</li> <li>● shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;</li> <li>● shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;</li> <li>● shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its</li> </ul>

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		<p>business with its annual certification of compliance with Paragraph 3;</p> <ul style="list-style-type: none"> <li>● shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;</li> <li>● shall not use or allow child or slave labour to be used by its Subcontractors;</li> <li>● shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.</li> </ul> <p>8.94 The Supplier shall:</p> <ul style="list-style-type: none"> <li>● ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;</li> <li>● ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;</li> <li>● All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment</li> </ul>

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		<p>and about the particulars of their wages for the pay period concerned each time that they are paid;</p> <ul style="list-style-type: none"> <li>● not make deductions from wages: <ul style="list-style-type: none"> <li>● as a disciplinary measure</li> <li>● except where permitted by law; or</li> <li>● without expressed permission of the worker concerned;</li> </ul> </li> <li>● record all disciplinary measures taken against Supplier Staff; and</li> <li>● ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.</li> </ul> <p>8.95 The Supplier shall:</p> <ul style="list-style-type: none"> <li>● ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;</li> <li>● that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;</li> </ul>



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		<ul style="list-style-type: none"> <li>● ensure that use of overtime used responsibly, taking into account: <ul style="list-style-type: none"> <li>(a) the extent;</li> <li>(b) frequency; and</li> <li>(c) hours worked;</li> </ul> </li> </ul> <p style="padding-left: 40px;">by individuals and by the Supplier Staff as a whole;</p> <p>8.96 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.</p> <p>8.97 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:</p> <ul style="list-style-type: none"> <li>● this is allowed by national law;</li> <li>● this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;</li> <li>● appropriate safeguards are taken to protect the workers' health and safety; and</li> <li>● the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.</li> </ul> <p>8.98 All Supplier Staff shall be provided with at least one (1)</p>

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		<p>day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.</p> <p>8.99 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a></p>
<p>Schedule 3 - Glossary and Interpretations</p> <p><i>Added 'Application Clarifications Deadline'</i></p>	<p>New for G-Cloud 11</p>	<p>Has the meaning given in paragraph 4.2 of the Invitation to Tender</p>
<p>Schedule 3 - Glossary and Interpretations</p> <p><i>Added 'Application Submission Deadline'</i></p>	<p>New for G-Cloud 11</p>	<p>Has the meaning given in paragraph 4.2 of the Invitation to Tender</p>
<p>Schedule 3 - Glossary and Interpretations:</p> <p><i>Updated 'Controller'</i></p>	<p>Takes the meaning given in the Data Protection Legislation</p>	<p>Takes the meaning given in the GDPR</p>
<p>Schedule 3 - Glossary and Interpretations</p>	<p>means a breach of security leading to the accidental or</p>	<p>any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of</p>

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<i>Updated 'Data Loss Event'</i>	unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed	Personal Data in breach of this Agreement, including any Personal Data Breach
Schedule 3 - Glossary and Interpretations  <i>Added 'Data Protection Officer'</i>	New for G-Cloud 11	Takes the meaning given in the GDPR
Schedule 3 - Glossary and Interpretations  <i>Updated 'Data Subject'</i>	Takes the meaning given in the Data Protection Legislation	Takes the meaning given in the GDPR
Schedule 3 - Glossary and Interpretations  <i>Added 'Data Subject Request'</i>	New for G-Cloud 11	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
Schedule 3 - Glossary and Interpretation  <i>Added 'Independent Control'</i>	New for G-Cloud 11	where a Controller has provided Personal Data to another Party which is not a "Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data
Schedule 3 - Glossary and Interpretation  <i>Added 'Joint Controllers'</i>	New for G-Cloud 11	where two or more Controllers jointly determine the purposes and means of processing

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Schedule 3 - Glossary and Interpretation  <i>Added 'Law'</i>	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Schedule 3 - Glossary and Interpretation  <i>Added 'Malicious Software'</i>	New for G-Cloud 11	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully,
Schedule 3 - Glossary and Interpretation  <i>Added 'Open Procedure'</i>	New for G-Cloud 11	The process set out in Regulation 27 PCR 2015
Schedule 3 - Glossary and Interpretation  <i>Added 'Partner'</i>	New for G-Cloud 11	Any business entity with whom the Supplier works in order to provide the Services.
Schedule 3 - Glossary and Interpretation  <i>Added 'Personal Data Breach'</i>	New for G-Cloud 11	Takes the meaning given in the GDPR
Schedule 3 - Glossary and Interpretation	Takes the meaning given in the Data Protection Legislation	Takes the meaning given in the GDPR

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<i>Updated 'Processing'</i>		
Schedule 3 - Glossary and Interpretation  <i>Updated 'Processor'</i>	Takes the meaning given in the Data Protection Legislation	Takes the meaning given in the GDPR
Schedule 3 - Glossary and Interpretation  <i>Added 'Processor Personnel'</i>	New for G-Cloud 11	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Framework Agreement
Schedule 3 - Glossary and Interpretation  <i>Added 'PSN Authority'</i>	New for G-Cloud 11	The Government body which will administer the PSN from time to time (with assistance from other parties)
Schedule 3 - Glossary and Interpretation  <i>Added 'Service Essentials'</i>	New for G-Cloud 11	The Applicants service details provided in their Application and as set out in supplier guidance issued from time to time.
Schedule 3 - Glossary and Interpretation  <i>Added 'Special Purpose Vehicle'</i>	New for G-Cloud 11	A separate legal entity jointly controlled by a Group of Economic Operators to provide Services.
Schedule 3 - Glossary and Interpretation  <i>Updated 'Subprocessor'</i>	Any third party appointed to process Personal Data on behalf of the Supplier under this Framework Agreement.	Any third party appointed to process Personal Data on behalf of that Processor related to this Framework Agreement.

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Schedule 3 - Glossary and Interpretation  <i>Added 'Technology Code of Practice'</i>	New for G-Cloud 11	Link to Technology code of Practice added
Schedule 3 - Glossary and Interpretation  <i>Added 'Terms of Participation'</i>	New for G-Cloud 11	Are the terms set out in paragraph 5 of the Invitation to Tender (ITT).
Schedule 4 - Processing Data  <i>Added 'New Data Protection / GDPR Schedule'</i>	New for G-Cloud 11	Refer to Schedule 4 of the G-Cloud 11 Framework Agreement. Including;  Annex 1 - Processing Personal Data Annex 2 - Joint Controller Agreement