



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Award Form

Version 2

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier's contact details.

Terms and Definitions

- 1 **CCS:** The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS). Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
- 2 **Supplier:** [Insert name (registered name if registered)]
address: [Insert address (registered address if registered)]
registration number: [Insert registration number (if registered)]
- 3 **Framework Contract:** This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables in Lot(s) [Insert lot numbers awarded]. You cannot deliver in any other Lot under this Contract. Any references made to other Lots in this Contract do not apply. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 197-478606 (OJEU Contract Notice).
- 4 **Deliverables:** See Framework Schedule 1 (Specification) for further details.
- 5 **Framework Start Date:** 20 January 2021
- 6 **Framework Expiry Date:** 23:59 on 19 January 2022
- 7 **Framework Initial Period:** From Framework Start Date to Framework Expiry Date, inclusive.
- 8 **Framework Optional Extension Period:** Up to twelve (12) months, by CCS giving written notice to Suppliers.
- 9 **Order Procedure:** Further Competition Procedure. See Framework Schedule 7 (Call-off Award Procedure).
- 10 **Framework Incorporated Terms:** The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:
 - 10.1 This Framework Award Form
 - 10.2 Any Framework Special Terms (see Term 11 'Framework Special Terms' in this Framework Award Form)
 - 10.3 Joint Schedule 1 (Definitions) RM1043.7
 - 10.4 Joint Schedule 11 (Processing Data) RM1043.7
 - 10.5 The following Schedules for RM1043.7 (in equal order of precedence):
 - Framework Schedule 1 (Specification)
 - Framework Schedule 3 (Framework Prices)
 - Framework Schedule 4 (Framework Management)
 - Framework Schedule 5 (Management Charges and Information)
 - Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) including the following template Call-Off Schedules:
 - Call-Off Schedule 1 (Transparency Reports)

- Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
 - Framework Schedule 7 (Call-Off Award Procedure)
 - Framework Schedule 8 (Self Audit Certificate)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 12 (Supply Chain Visibility)
- 10.6 CCS Core Terms (version 3.0.9)
- 10.7 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 10.8 Framework Schedule 2 (Framework Tender) RM1043.7 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above.

11 Framework Special Terms

Special Term 1

- 1.1 The following provisions shall be incorporated into any Framework Contract for Lot 1, 2, 3 and 4.
- 1.2 Where the Supplier enters into:
- 1.2.1 any Call-Off Contract that has a total annual Contract value of above five million pounds sterling (£5,000,000);
- 1.2.2 any Call-Off Contract that has a total annual Contract value of above two million pounds sterling (£2,000,000); or
- 1.2.3 two or more Call-Off Contracts with the same Buyer that have a total annual Contract value of above:
- (a) five million pounds sterling (£5,000,000); or
- (b) two million pounds sterling (£2,000,000)

the Supplier shall:

- within 20 Working Days of the conclusion of the first 6 Months of any such Call-Off Start Date in Special Term 1.2.1 to 1.2.3 above, provide to CCS a certificate signed by a director of the Supplier setting out
 - the percentage of supply chain invoices that on the Call-Off Start Date; and
 - the percentage of supply chain invoices that during the first 6 Months from the Call-Off Start Date;the Supplier paid (a) on or under 60 days, from the date on which the relevant invoice was regarded as valid and undisputed, and (b) those that were paid over 60 days; and
 - permit CCS or its authorised representative to audit the Supplier in accordance with Clauses 6.2, 6.3 and 6.4 of the Core Terms.
- 1.3 Where, during the Call-Off Contract Period, the Supplier fails to pay all supply chain invoices on or under 60 days in accordance with Special Term 1.2, the Supplier shall provide a plan to improve its payment performance to CCS (**“Payment Improvement Plan”**) in draft form.
- 1.4 The Payment Improvement Plan must, as a minimum:
- 1.4.1 identify the primary causes of the Supplier’s failure to pay at least 95% of all supply chain invoices on or under 60 days.
- 1.4.2 set out actions that the Supplier will take to address each of these cases to achieve the aim of the Supplier paying at least 95% of all supply chain invoices on or under 60 days in the 6 Months ending on the scheduled Framework Expiry Date;
- 1.4.3 define a milestone for completion of each action (each a **“Payment Performance Milestone”**); and
- 1.4.4 a commitment by the Supplier to report on its progress regarding the actions set out in the Payment Improvement Plan to the CCS Authorised Representative as part of the framework management undertaken under Framework Schedule 4.
- 1.5 When CCS receives a draft Payment Improvement Plan it can either:
- 1.5.1 reject the draft Payment Improvement Plan or revised draft Payment

- Improvement Plan, giving reasons; or
- 1.5.2 accept the draft Payment Improvement Plan or revised draft Payment Improvement Plan (without limiting its rights).
- 1.6 The Supplier shall:
 - 1.6.1 immediately after CCS accepts the Payment Improvement Plan, start work on the actions in Payment Improvement Plan at its own cost;
 - 1.6.2 within 5 Working Days of CCS accepting the Payment Improvement Plan, shall provide CCS with a copy of the Payment Improvement Plan in the accepted form signed by a director of the Supplier; and
 - 1.6.3 within 5 Working Days of CCS accepting the Payment Improvement Plan, publish, with unrestricted and full direct access free of charge on its website, a summary of the Payment Improvement Plan in a form satisfactory to CCS.
- 1.7 At any time, CCS may:
 - 1.7.1 require the Supplier to issue, within 5 Working Days of the request, a certificate signed by a director of the Supplier containing up-to-date equivalent information to that set out in Special Term 1.3 for any period specified by CCS (**"Payment Performance Certificate"**); and /or
 - 1.7.2 audit, or instruct its Auditor to audit, the Supplier's compliance with the Payment Improvement Plan in accordance with Clause 6.3 and 6.4 of the Core Terms.
- 1.8 If the Supplier does not meet Payment Performance Milestones within the conclusion of the first 2 years of the Framework Contract Period (**"Mid-Point"**), CCS and the Supplier have agreed that the Management Charge shall automatically increase by 0.25% of all the Charges for the Deliverables (excluding VAT) invoiced to the Buyer under all Call-Off Contracts with immediate effect on and from the day immediately after the second anniversary of the Framework Start Date. The Supplier and CCS agree that, particularly in the light of Procurement Policy Note 04/19, CCS has a legitimate interest in the Supplier achieving the Mid-Point regarding Payment Performance Milestones and that any increase in the Management Charge as a result of this Special Term 1.8 is proportionate to that interest.
- 1.9 If any of the following events happen, CCS can immediately terminate the Framework Contract by issuing a Termination Notice to the Supplier in each case as a material Default of the Framework Contract for the purposes of Clause 10.4.1(d) of the Core Terms:
 - 1.9.1 the Supplier does not provide the Payment Improvement Plan in accordance with Special Term 1.3;
 - 1.9.2 acting reasonably, CCS rejects a revised draft Payment Improvement Plan;
 - 1.9.3 the Supplier does not provide a Payment Performance Certificate in accordance with Special Terms 1.7.1; or
 - 1.9.4 the Supplier consistently and repeatedly fails to meet the Payment Performance Milestones.

Special Term 2

The Core Terms shall be amended by deleting existing clauses and inserting new clauses as follows:

A new Clause 8.8 (Restraint of Trade) shall be inserted as follows:

"8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the

other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.”

Clause 10.2.2 (Ending the Contract without a reason) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

- (a) 15 days for a Statement of Work; or
- (b) 30 days for the Call-Off Contract,

written notice and if it's terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

A new Clause 10.2.3 shall be inserted as follows:

“10.2.3 The Parties acknowledge and agree that the:

- (a) Buyer's right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.
- (b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”

Clauses 10.6.1 (What happens if the Contract ends), **(a) and (e)** as exist in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under 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 or terminated Statement of Work stop immediately.
- (e) the Supplier must promptly return any of the CCS or the Buyer's property (including Government Data) provided under the terminated Contract or terminated Statement of Work.”

Clause 10.7.3 (Partially ending and suspending the contract) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.7.3 Where the Buyer has the right to terminate a Call-Off Contract or Statement of Work it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract or Statement of Work it can provide the Deliverables itself or buy them from a third party.”

Clause 10.7.4 (Partially ending and suspending the contract) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.7.4 The Relevant Authority can only partially terminate or suspend a Contract or Statement of Work if the remaining parts of that Contract or Statement of Work can still be used to effectively deliver the intended purpose.”

Clause 11.2 (How much you can be held responsible for) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“11.2 The:

- (a) Buyer’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of;
- (b) Supplier’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of;

£5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.”

Clause 14.4 (Data Protection) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that, where specified by the relevant Buyer in the Order Form, complies with the Security Policy and any applicable Security Management Plan.”

New Clauses 23.7 and 23.8 shall be inserted as follows:

“23.7 The Supplier will only Sub-Contract with the written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.

23.8 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.”

A new Clause 36 (Counterparts) shall be inserted as follows:

“36 Counterparts

36.1 The Contract and each Statement of Work may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36.2 Transmission of an executed counterpart of the Contract or a Statement of Work (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of that Contract or Statement of Work.

36.3 No counterpart shall be effective until each Party has delivered to the other(s) at least one executed counterpart.”

12 Framework Prices: Details in Framework Schedule 3 (Framework Prices).

13 Insurance: Details in Annex of Joint Schedule 3 (Insurance Requirements).

14 Cyber Essentials Certification: Details in Call-Off Schedule 26 (Cyber Essentials Scheme).

15 Management Charge: The Supplier will pay, excluding VAT, one per cent (1%) of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.

16 Data Protection Liability Cap: £10,000,000

17 Supplier Framework Manager: If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.

18 Supplier Authorised Representative: [Insert name], [Insert email address]

19 Supplier Compliance Officer: If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.

- 20 **Supplier Data Protection Officer:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 21 **Supplier Marketing Contact:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 22 **Key Subcontractors:** Details of any Key Subcontractors will be found in each Buyer's Call-Off Contract.
- 23 **CCS Authorised Representative:** Digital Future, Commercial Agreements Manager, cloud_digital@crowncommercial.gov.uk, 0345 410 2222

The finalised Framework Award Form includes an electronically signed Framework Award Form. It is electronically signed by the Supplier when they made the legal declaration confirming their agreement to the Digital Outcomes and Specialists 5 Framework Contract, and countersigned by the Crown Commercial Service.

For and on behalf of the Supplier:

Signature:



Name:

[Redacted]

Role:

[Redacted]

Date: 16/02/2021

For and on behalf of CCS:

Signature:

Name:

[Redacted]

Role:

[Redacted]

Date: 22/02/2021