



Crown
Commercial
Service

FRAMEWORK AGREEMENT

Cyber Security Services 2

REF: RM3764ii

This Agreement is made on:

[Select date]

This Agreement is between:

The Authority “CCS” The Minister for the Cabinet Office as represented by Crown Commercial Service (CCS). A trading fund for the Cabinet Office.
9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP

the “Supplier” [Supplier Full Name]
Registered in: [Insert]
Company registration number: [Supplier No.]
Registered office address: [Supplier Full Address]

Together the “Parties”

Background

- (A) References to “Agreement” are, unless otherwise provided, references to this Framework Agreement.
- (B) CCS placed a contract notice [insert details of OJEU Notice] in the Official Journal of the European Union (“OJEU Notice”) seeking expressions of interest from providers of the Services to Contracting Bodies under an arrangement.
- (C) On, [DATE] CCS issued an invitation to tender (“ITT”) for the provision of the Services.
- (D) The Supplier represented to CCS that it is capable of delivering the Services in accordance with CCS’s requirements as set out in the ITT and, in particular, the Supplier made representations to CCS in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- (E) On the basis of the Tender, CCS selected the Supplier to enter into an Agreement along with a number of other suppliers appointed to the Agreement to provide the Services to Contracting Bodies from time to time on a Call-Off basis in accordance with this Agreement.
- (F) This Agreement sets out the award and ordering procedure for purchasing the Services which may be required by Contracting Bodies, the main terms and conditions for any Call-Off Contract which Contracting Bodies may conclude and the obligations of the Supplier during and after the Term of this Agreement.
- (G) It is the Parties’ intention that there will be no obligation for any Contracting Body to place any Orders under this Agreement during the Term.

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SCHEDULES:

- 1 - SERVICES
 - PART A - THE TENDER
 - PART B - THE RESPONSE
- 2 - KEY PERFORMANCE INDICATORS
- 3 - CALL-OFF CONTRACT
- 4 - DEFINITIONS

ADDITIONAL DOCUMENTS/GUIDANCE

- RM3764ii Call-Off Procedure (and Mini Competition Procedure)
- RM3764ii MISO Data Template
- Management Information Requirements
- Deed of Guarantee
- Self-Audit Certificate

PART ONE: ARRANGEMENTS

1. Definitions and Interpretation

- 1.1. In this Agreement capitalised expressions have the meaning ascribed in SCHEDULE 4 – DEFINITIONS AND INTERPRETATION and this Agreement shall be interpreted in accordance with the provisions of that Schedule.
- 1.2. If a capitalised expression does not have an interpretation in SCHEDULE 4 – DEFINITIONS AND INTERPRETATION or the relevant Agreement Schedule, it shall have the meaning given to it in this Agreement. If no meaning is given to it in this Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3. All schedules annexed to this Agreement are expressly made a part of this Agreement and are hereby made effective.

2. Supplier appointment

- 2.1. CCS appoints the Supplier as the potential provider of Services in accordance with the terms of the Supplier's Tender and the Supplier shall be eligible to be considered for the award of Call-Off Contracts for such services by CCS and Other Contracting Bodies during the Term.
- 2.2. In consideration of the Supplier agreeing to enter into this Agreement and to perform its obligations under it CCS agrees to pay and the Supplier agrees to accept on the signing of this Agreement the sum of one pound sterling (£1.00), receipt of which is hereby acknowledged by the Supplier.
- 2.3. The Supplier acknowledges and agrees that in entering into this Agreement no form of exclusivity has been conferred on, or volume or value guarantee granted by CCS and/or Other Contracting Bodies in relation to the provision of Services by the Supplier and that CCS and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

3. Agreement and Call-Off Contract performance

- 3.1. The Supplier shall perform all its obligations under this Agreement and all Call-Off Contracts entered into with CCS or any Other Contracting Body:
 - 3.1.1. in accordance with the requirements of this Agreement;
 - 3.1.2. in accordance with the terms and conditions of the respective Call-Off Contracts;
 - 3.1.3. in accordance with Good Industry Practice;
 - 3.1.4. with accordance with all applicable Standards and Security Requirements; and
 - 3.1.5. in compliance with all applicable Laws.
- 3.2. The Supplier shall draw any conflict between any of the requirements of Clauses 3.1.1 to 3.1.5 to the attention of CCS and any affected Buyer and shall comply with CCS's and/or Buyer's decision on the resolution of that conflict.
- 3.3. Without prejudice to any other rights or remedies arising under this Agreement if the Supplier fails to achieve a KPI Target on two or more occasions within any 3 Month rolling period, the Supplier acknowledges and agrees that CCS shall have the right to exercise (in its absolute and sole discretion) any remedial action (the details of which shall be set out in a written request by CCS) including: an improvement plan to be prepared by the Supplier and provided to CCS, and where Approved, executed by the Supplier; meetings between the Supplier and CCS; and implementation of any reasonable requirements as may be detailed by CCS in an improvement notice served on the Supplier.
 - 3.3.1. In the event that CCS has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
 - 3.3.2. fails to implement such requirements for improvement as set out in the improvement notice; and/or
 - 3.3.3. fails to implement an improvement plan Approved by CCS;

- 3.3.4. then (without prejudice to any other rights and remedies of termination provided for in the Agreement), CCS shall be entitled to terminate this Agreement.

4. Due diligence

- 4.1. The Supplier acknowledges that:
- 4.1.1. CCS has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Agreement;
 - 4.1.2. it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
 - 4.1.3. it has raised all relevant due diligence questions with CCS before the Agreement's Commencement Date, has undertaken all necessary due diligence and has entered into this Call-Off Contract in reliance on its own due diligence alone;
 - 4.1.4. it shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - 4.1.4.1. misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere;
 - 4.1.4.2. failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - 4.1.4.3. failure by the Supplier to undertake its own due diligence.

5. Call-Off Procedure

- 5.1. If CCS or any Other Contracting Body decides to source any of the Services through this Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Term to award Call-Off Contracts for the Services from the Supplier by following the [RM3764ii Call-Off Procedure](#).
- 5.2. The Supplier shall comply with the relevant provisions in RM3764ii Call-Off Procedure.

6. Assistance in related procurements

- 6.1. Where a Relevant Supplier is bidding to provide New Services in circumstances where the Supplier or an Affiliated Company of the Supplier is already providing Services (or was the most recent Supplier to have provided services to the Contracting Body under this Agreement) the Supplier shall promptly, at the request of that Contracting Body, provide the Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the Contracting Body that is bidding for New Services and/or the Relevant Supplier, as appropriate, to:
- 6.1.1. carry out appropriate due diligence with respect to the provision of the New Services;
 - 6.1.2. effect a smooth transfer and/or inter-operation (as the case may be) between the Services and the New Services;
 - 6.1.3. carry out a fair Mini Competition Procedure for the New Services; and
 - 6.1.4. make a proper assessment as to the on boarding related risk to the New Services.
- 6.2. When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

7. Transfer rights

- 7.1. CCS (in relation to this Agreement) and the Buyer (in relation to a Call-Off Contract) may assign, novate or otherwise dispose of their rights and obligations under the respective agreement or any part thereof to:
 - 7.1.1. any other Contracting Body; or
 - 7.1.2. any other body (including a joint venture with a Contracting Body) established by the Crown or under statute in order to perform any of the functions that had previously been performed by CCS in the case of the Agreement or Buyer in the case of a Call-Off Contract; or
 - 7.1.3. any private sector body (including a joint venture with a Contracting Body) which performs any of those functions provided that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier's obligations under those agreements.
- 7.1.4. CCS and the Buyer may disclose to any transferee of the agreements transferred pursuant to Clause 7.1, any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under those agreements
- 7.1.5. The Supplier shall not assign, novate or otherwise dispose of its rights and/or obligations under this Agreement or under a Call-Off Contract without Approval (which shall not be unreasonably withheld or delayed) or in breach of the Law.

8. Subcontracting

- 8.1. CCS has consented to the engagement of the Sub-Contractors listed in the Supplier's Tender.
- 8.2. The Supplier shall not substitute or remove a Sub-Contractor or appoint an additional Key Sub-Contractor without obtaining the prior written consent of CCS and the Buyer with whom it has entered into a Call-Off Contract.
- 8.3. The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.
- 8.4. The Supplier shall also identify any use or proposed use of all Sub-Contractors in their bid submission for all Mini Competition tenders.
- 8.5. Where there is consent to the placing of Sub-Contracts, copies of each Sub-Contract shall, at the request of CCS and/or the Buyer, be sent by the Supplier to CCS and/or the Buyer as soon as reasonably practicable.
- 8.6. Any breach of this Clause 8 shall be deemed to be a Material Breach.

9. Provision of the Services

- 9.1. Except where otherwise set out in the Call-Off Contract, the Services will be provided by the Supplier Staff at the Delivery Location(s)/Premises.
- 9.2. The Supplier shall ensure that Supplier Staff will be appropriately and adequately equipped (e.g. with laptops, mobile phones etc. as appropriate) by the Supplier to carry out the relevant Services, whether onsite or offsite.
- 9.3. All Equipment brought onto the Premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was due to Buyer Cause;
- 9.4. The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 9.5. Upon termination or expiry of the Call-Off Contract, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and any Supplier Staff.
- 9.6. The Supplier shall (and shall ensure that the Supplier Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer's Premises and conduct of personnel at the Buyer's Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

10. Property

- 10.1. Where the Buyer provides Property free of charge to the Supplier such Property shall be and remain the property of the Buyer and the Supplier shall be granted only a non-exclusive licence to use such Property and the Supplier shall be liable for all loss or damage to the Property (excluding fair wear and tear) unless caused by the Buyer.
- 10.2. The Supplier shall use the Property solely in connection with the Call-Off Contract and for no other purpose without the Buyer's prior written consent.
- 10.3. The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Buyer's Security Policy and the Buyer's reasonable security requirements from time to time.
- 10.4. The Supplier shall not allow or permit any lien mortgage or charge to be granted over the Property.

11. Health and Safety

- 11.1. While on the Buyer's Premises, the Supplier shall comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there and any instructions from the Buyer on any necessary associated safety measures, as detailed within the awarded Call-Off Contract.
- 11.2. The Supplier shall notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Delivery Locations(s)/Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 11.3. The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the Buyer on request.

12. Non-Discrimination

- 12.1. The Supplier shall perform its obligations under this Agreement (including those in relation to the provision of the Services) in accordance with:
 - 12.1.1. all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - 12.1.2. any other requirements and instructions which CCS reasonably imposes in connection with any equality obligations imposed on CCS at any time under applicable equality Law.
- 12.2. The Supplier shall take all reasonable steps to secure the observance of Clause 12.1 by all Supplier Staff engaged or employed in the execution of this Agreement and any Call-Off Contract.
- 12.3. The Supplier shall notify CCS and any relevant Buyer immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by any Supplier Staff on the grounds of discrimination arising in connection with the provision of the Services under the Call-Off Contract or any services under this Agreement.
- 12.4. Any breach of this Clause 12 shall be deemed to be a Material Breach.

13. Conflicts of interest and ethical walls

- 13.1. The Supplier shall take all appropriate steps to ensure that neither the Supplier nor an Affiliated Company are in a position where (in the reasonable opinion of CCS and/or Buyer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to CCS and Buyer under this Agreement or any Call-Off Contract. Any breach of this Clause shall be deemed to be a Material Breach.
- 13.2. CCS shall have the right to terminate the Agreement and Buyers shall have the right to terminate their Call-Off Contract for Material Breach, and CCS and/or Buyer may, in addition to the right to terminate, take such other steps they deem necessary where, in the reasonable opinion of CCS and/or Buyer there has been a breach of Clause. The actions of CCS and/or Buyer pursuant to this Clause 13.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to CCS and/or Buyer.
- 13.3. The Supplier acknowledges and agrees that a conflict of interest may arise in situations including (without limitation) where:

- 13.3.1. the Supplier and/or an Affiliated Company is bidding or intends to bid for the opportunity to deliver Services to a Contracting Body and where the Supplier and/or an Affiliated Company:
- 13.3.2. is delivering Services to the Contracting Body in relation to the Offering or design stage; or
- 13.3.3. has already delivered Services in relation to the Offering or design to that Contracting Body; or
- 13.3.4. is delivering or has delivered any Services to the Contracting Body and has been provided with or had access to information which would give the Supplier and/or an Affiliated Company an unfair advantage in a Mini Competition Procedure.
- 13.4. The Supplier shall, where there is a risk of a conflict or potential conflict, promptly (and prior to the Call-Off Commencement Date of any affected Call-Off Contract, unless agreed with the Buyer otherwise) establish the necessary ethical wall arrangement(s) to eliminate any conflict of interest which may exist as a result of the Supplier and/or Affiliated Company's supply of services to a Buyer. Details of such arrangements are to be submitted as soon as is reasonably practicable to the affected Buyer (or where no Call-Off Contract then exists, to the affected Contracting Body which is tendering for Replacement Services).
- 13.5. The Supplier shall during and after the Call-Off Contract Term, fully indemnify and keep fully indemnified and hold the Buyer and the Crown harmless from and against all Losses which the Buyer or the Crown may suffer or incur at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) arising as a result of a breach of this Clause 13.

14. Insurance

- 14.1. The Supplier shall effect and maintain in full with insurers who are of good financial standing the insurances set out at Clause 14.1.1 and 14.1.2 below and any other insurances as may be required by applicable Law (together the "**Insurances**") in relation to the performance of its obligations under this Agreement and any Call-Off Contract and shall procure that Subcontractors shall effect and maintain insurances in accordance with this Clause 14 in relation to the performance of their obligations under any Sub-Contract:
 - 14.1.1. during the Call-Off Contract Term, third party public (& products) liability insurance, in respect of amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, in respect of (i) accidental death or bodily injury and/or (ii) loss of or damage to property, with a minimum limit of five million pounds sterling (£5,000,000) (or such higher minimum limit as required by the Buyer in the Order Form) and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain their own third party public (& products) liability indemnity insurance; and
 - 14.1.2. during the Call-Off Contract Term and for six (6) years after the termination or expiry date to the Call-Off Contract to which the insurance relates, professional indemnity insurance with a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim (or such higher minimum or 'in the aggregate' limit as required by the Buyer in the Order Form) and shall ensure that all agents, professional consultants involved in the supply of Services effect and maintain their own professional indemnity insurance;
- 14.2. The Supplier shall effect and maintain, as the Buyer may stipulate in a Mini Competition Procedure, such further policy or policies of insurance, or extensions to such existing policy or policies of insurance procured under the Agreement, in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under a Call-Off Contract.
- 14.3. The Supplier shall give CCS and/or Buyer, on request, evidence in a form reasonably satisfactory to the requesting party that the Insurances are in force and effect and meet in full the requirements of this Clause 14 including a broker's verification of such insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 14.4. The provisions of any Insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement or a Call-Off Contract.
- 14.5. Without limiting the other provisions of this Agreement, the Supplier shall:
 - 14.5.1. take or procure the taking of all reasonable risk management and risk control measures in relation to the services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 14.5.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 14.5.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold

any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

- 14.6. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would vitiate any policy of insurance and/or entitle any insurer to refuse to pay the whole or any part of any claim under any of the Insurances.
- 14.7. Where specifically required by a Buyer in an Order, the Supplier shall ensure that the third party public and products liability policy in Clause 14.1.1 shall contain an 'indemnity to principals' clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.
- 14.8. Without prejudice to CCS or Buyer's rights under this Agreement or the Call-Off Contract, the Supplier shall, as soon as is reasonably practicable, notify CCS and any Buyers if the Supplier becomes aware that any of the Insurances have been or are due to be cancelled, suspended, terminated or not renewed.
- 14.9. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 14.10. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from CCS or Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

15. Term of Agreement

- 15.1. This Agreement shall take effect on the **Commencement Date** for a term of one (1) year (the "**Term**") expiring on the day before the first anniversary of the Commencement Date (the "**Expiry Date**"), unless the Term is either extended by CCS in accordance with Clause 15.2 below, or terminated earlier in accordance with the terms of this Agreement or otherwise by operation of Law.
- 15.2. CCS may, in its sole discretion, extend the Term by any period or periods up to a maximum of two (2) Years beyond the Expiry Date by written notice to the Supplier specifying the extended expiry date (the "**New Expiry Date**"), and in which case the Term shall be from the Commencement Date until the New Expiry Date.

16. Scope of Agreement

- 16.1. This Agreement governs the overall relationship between CCS and the Supplier in respect of the provision of the Services.
- 16.2. The maximum duration of any Call-Off Contract pursuant to this Agreement is thirty six (36) Months.
- 16.3. There is no obligation whatsoever on CCS or on any Other Contracting Body to invite or select the Supplier to provide any Services and/or to purchase any Services under this Agreement.
- 16.4. No undertaking nor any form of statement, promise, representation or obligation shall be deemed to have been made by CCS or any Other Contracting Body in respect of any exclusivity being conferred on the Supplier, nor of the quantities or values of the Services to be ordered by them pursuant to this Agreement and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.

17. Catalogue

- 17.1. The Supplier undertakes from the Commencement Date immediately to populate the Catalogue in accordance with the terms of its Tender and thereafter for the remainder of the Term to maintain and update its Catalogue entries for all Services offered under this Agreement. The Supplier further agrees to honour its prices and/or other terms quoted in its Catalogue entries and to bring the existence of its offering in the Catalogue to the attention of any Contracting Body that enquires of it in relation to Services.
- 17.2. The Supplier may reduce any of the Maximum Day Rates stated in its Catalogue entry at any time by notifying CCS.
- 17.3. The pricing of Call-Off Contracts must be calculated using the Maximum Day Rates, and in any event shall not exceed the Maximum Day Rates stated in the Supplier's Catalogue entry. Suppliers may submit lower day

rates than their Maximum Day Rates during a Mini Competition Tender.

PART TWO: SUPPLIER'S GENERAL OBLIGATIONS

18. Warranties and representations

- 18.1. For the avoidance of doubt, the fact that any provision within this Agreement or any Call-Off Contract is expressed as a warranty shall not preclude any right of termination CCS may have in respect of the Agreement or the Buyer may have in respect of a Call-Off Contract in respect of a breach of that provision by the Supplier.
- 18.2. The Supplier warrants, represents and undertakes to CCS and to each Buyer that:
 - 18.2.1. it has full capacity and authority and all necessary authorisations, consents, licences, permissions (statutory, regulatory, contractual or otherwise), including where its procedures so require, the consent of its Parent Company, to enter into and perform its obligations under each Call-Off Contract;
 - 18.2.2. the Agreement and each Call-Off Contract is executed by a duly authorised representative of the Supplier;
 - 18.2.3. in entering into this Agreement and each Call-Off Contract it has not committed or agreed to commit a Prohibited Act including any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010;
 - 18.2.4. this Agreement and each Call-Off Contract shall be performed in compliance with all Laws (as amended from time to time);
 - 18.2.5. as at the Commencement Date and each Call-Off Commencement Date, all information, statements and representations contained in the Tender and/or the bid submission during a Mini Competition Procedure are true, accurate and not misleading, save as may have been specifically disclosed in writing to CCS prior to execution of the Agreement and the Buyer prior to execution of the Call-Off Contract, and it will advise CCS and/or the Buyer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading; and all warranties, representations and undertakings contained in the Tender shall be deemed repeated in the Call-Off Contract;
- 18.3. The Supplier also warrants, represents and undertakes to CCS and to each Buyer that:
 - 18.3.1. in the three (3) years prior to the Call-Off Commencement Date (or from when the Supplier was formed if in existence for less than three (3) years prior to the Call-Off Commencement Date) it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under this Agreement and/or any Call-Off Contract and has conducted all applicable financial accounting and reporting activities and complied with all applicable securities and tax laws and regulations in the jurisdiction in which it is established.

PART THREE: SUPPLIER'S OBLIGATIONS

19. Provision of management information

- 19.1. The Supplier shall, at no charge to CCS, submit to CCS complete and accurate Management Information in accordance with the provisions of the [Management Information Requirements](#) using the template made available from time to time by CCS for that purpose (the current form of which template is included as on the [RM3764ii webpage](#)).
- 19.2. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and to share with any Other Contracting Bodies and Relevant Person any Management Information supplied to CCS for CCS's normal operational activities including (but not limited to) administering this Agreement and Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

20. Management charge

- 20.1. In consideration of the establishment and award of this Agreement and the management and administration by CCS of same, the Supplier shall pay to CCS the Management Charge in accordance with Clause 20.3.
- 20.2. CCS shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to [Management Information Requirements](#).
- 20.3. The Supplier shall pay the amount stated in any invoice submitted under Clause 20.2 within thirty (30) Calendar Days of the date of issue of the invoice.
- 20.4. The Management Charge shall apply to the full Charges as specified in each and every Order and shall not be varied as a result of any reduction in the Charges due to the application of any service credits and/or any other deductions made under any Call-Off Contract.
- 20.5. The Management Charge shall be exclusive of VAT. The Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
- 20.6. Interest shall be payable on any late payments of the Management Charge under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).
- 20.7. CCS shall be entitled to submit invoices to the Supplier in respect of the Admin Fees as set out in [Management Information Requirements](#)

21. Contracting body satisfaction monitoring

- 21.1. CCS may from time to time undertake (or procure the undertaking of) a Contracting Body satisfaction survey ("**Contracting Body Satisfaction Survey**") the purpose of which shall include:
 - 21.1.1. assessing the level of satisfaction among Contracting Bodies with the supply of Services (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the supply of those services;
 - 21.1.2. monitoring the compliance by the Supplier with the terms of its Tender and of its Catalogue entries; and
 - 21.1.3. such other assessment as it may deem appropriate for monitoring Contracting Body satisfaction.

22. Publicity, branding, media and official enquiries

- 22.1. The Supplier shall at all times during the Term indemnify CCS and keep CCS fully indemnified against all Losses, incurred by, awarded against or agreed to be paid by CCS arising out of any claim or infringement or alleged infringement (including the defence of such infringement or alleged infringement) resulting from the Supplier's use of CCS's logo, where such use by the Supplier is without the Approval of CCS.
- 22.2. The Supplier shall not make any press announcements or publicise a Call-Off Contract in any way without the Buyer's Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, suppliers, professional advisors and consultants comply with this Clause 21.1. Any such press announcements or publicity proposed under this Clause 21.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.

- 22.3. The Supplier (and Affiliates) shall not do or omit to do anything or permit to cause anything to be done or omitted to be done, which may damage the reputation of CCS or the Buyer or diminish the trust that the public places in CCS or the Buyer. CCS may terminate this Agreement and/or Buyer may terminate the Call-Off Contract for Material Breach, if (in the sole reasonable opinion of CCS or the Buyer, as the case may be), the Supplier causes, permits or contributes to material adverse publicity relating to or affecting CCS or the Buyer and/or this Agreement or the Call-Off Contract, whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.
- 22.4. CCS shall be entitled to publicise this Agreement in accordance with any legal obligation upon CCS, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

PART FOUR: TERMINATION AND SUSPENSION

23. Termination and suspension of supplier's appointment

- 23.1. Where CCS has the right to terminate this Agreement, it shall in its sole discretion (and without prejudice to CCS's right to terminate), be entitled to suspend the Supplier's ability to accept Orders or SoWs under this Agreement or SoWs under a Call-Off Contract by serving notice on the Supplier in writing, such suspension to be for the period specified in the notice and from the date specified in the notice. Such suspension shall not affect the Supplier's obligation to perform any existing Orders or SoWs concluded prior to the suspension notice.

Termination for cause by CCS

- 23.2. CCS may terminate this Agreement by giving written notice of termination to the Supplier with immediate effect or with effect from such later date as CCS may specify in the notice in one or more of the following circumstances:
- 23.2.1. the Supplier fails to accept a Call-Off Contract following a Mini Competition Procedure pursuant to [RM3764ii Call-Off Procedure](#).
- 23.2.2. an Insolvency Event occurs;
- 23.2.3. a Contracting Body terminates a Call-Off Contract for the Supplier's breach of that Call-Off Contract;
- 23.2.4. an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
- 23.2.5. in the event of two or more failures by the Supplier to meet the KPI Targets (whether the failures relate to the same or different KPI targets) in any rolling period of 12 months;
- 23.2.6. CCS is entitled to terminate under any other provision as may be set out in this Agreement
- 23.3. in the reasonable opinion of CCS there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
- 23.3.1. adversely impacts on the Supplier's ability to supply the Services under this Agreement; or
- 23.3.2. could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Agreement;
- 23.4. the Supplier commits any other Default which is material and either:
- 23.4.1. the Supplier has not remedied such material Default to the satisfaction of CCS within twenty (20) Working Days, or such other period as may be specified by CCS, after issue of a written notice specifying the Default and requesting it to be remedied; or
- 23.4.2. the material Default is not, in the reasonable opinion of CCS, capable of remedy.
- 23.5. CCS may terminate this Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisions contained in Regulation 73 (1) (a) to (c).

Termination on Change of Control

- 23.6. CCS may terminate this Agreement with immediate effect by giving notice in writing to the Supplier within one (1) Month of:
- 23.6.1. being notified in writing that a Change of Control has occurred; or is contemplated; or
 - 23.6.2. where no notification has been made, the date that CCS becomes aware that a Change of Control has occurred or is contemplated,
 - 23.6.3. where CCS determines at its absolute and sole discretion that the change is prohibited under the Regulations or, where Approval has not been granted prior to the Change of Control, where CCS reasonably believes that such change is likely to have an adverse effect on the provision of the Services.

Termination by CCS without cause

- 23.7. CCS shall have the right to terminate this Agreement, or any provisions of any part of this Agreement at any time following three (3) Months after the Agreement Commencement Date by giving at least one (1) Months' written notice to the Supplier.

Termination for continuing Force Majeure Event

- 23.8. The Party that is not the Affected Party may, by written notice to the Affected Party, terminate this Agreement with effect from the date specified in such notice if a Force Majeure Event endures for a continuous period of more than sixty (60) Working Days.

Consequences of suspension, termination and expiry:

- 23.9. Suspension of the Supplier from this Agreement will not affect existing Call-Off Contracts with the Supplier. The Contracting Bodies concerned with such existing Call-Off Contracts will make their own decisions on whether to suspend or terminate those Call-Off Contracts and suspension or termination in those circumstances will be governed by the terms and conditions of the relevant Call-Off Contracts.
- 23.10. Notwithstanding the service of a notice to terminate this Agreement or the termination of the Agreement, any provisions in the Agreement which are for the Buyer's benefit under a Call-Off Contract shall survive the termination or expiry of this Agreement and the Supplier shall continue to fulfil its obligations under this Agreement in relation to such provisions until the latest of any Call-Off Contract established under this Agreement expires or is earlier terminated.
- 23.11. Termination or expiry of this Agreement shall be without prejudice to the survival of any provision of this Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Agreement, including the provisions of:
- 23.11.1. Clauses:
 - 18 (Warranties and Representations), 45 (Records and Audit Access), 20 (Management Charge), 40 (Intellectual Property Rights), 19 (Provision of Management Information), 41 (Provision and Protection of Information), 41.1 (Confidentiality), 41.2 & 41.3 (Transparency & Freedom of Information), 41.4 (Protection of Personal Data), 33 (Liability), 14 (Insurance), 23 (Consequences of suspension, termination and expiry), 31 (Waiver and Cumulative Remedies), 38 (Prevention of Fraud and Bribery), 30 (Severability), 34 (Entire Agreement), 29 (Rights of third parties), 35 (Notices), 24 (Complaints Handling & Resolution), 25 (Dispute Resolution) and 28 (Law and jurisdiction); and
 - 23.11.2. Schedules:
 - 1 (Services Part B – The Tender), 2, (Key Performance Indicators), 4 Definitions and Interpretations
 - 23.11.3. Additional documents:
 - Management Information Requirements and Self Audit Certificate
- 23.12. The Supplier shall continue to provide Management Information and pay Management Charges due to CCS in relation to all Call-Off Contracts existing, notwithstanding the suspension, termination or expiry of this Agreement.
- 23.13. Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either CCS or the Supplier accrued under this Agreement prior to its termination or expiry.

- 23.14. Where a supplier's National Cyber Security Centre (NCSC) certification expires during the term of this Agreement the supplier must notify CCS. CCS will suspend the supplier from the Agreement for services directly relating to the expired NCSC Certification until such time as NCSC Certification is successfully re-established. During a suspension period the supplier will not be able to bid on any opportunity or accept new orders.

PART FIVE: GENERAL PROVISIONS

24. Complaints handling and resolution

- 24.1. Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.
- 24.2. Without prejudice to any rights and remedies that a complainant may have at Law (including under this Agreement and/or a Call-Off Contract), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Agreement and/or a Call-Off Contract (as the case may be), the Supplier shall use its reasonable endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
- 24.3. Within two (2) Working Days of a request by CCS or the Buyer, the Supplier shall provide full details of a Complaint to CCS or Buyer, including details of steps taken to achieve its resolution.

25. Dispute resolution

- 25.1. CCS and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to CCS Representative and the Supplier Representative.
- 25.2. If the dispute cannot be resolved by the Parties pursuant to Clause 25, the Parties shall refer it to mediation unless CCS considers that the dispute is not suitable for resolution by mediation.
- 25.3. If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.
- 25.4. The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause 25 and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Agreement at all times.

26. Variations to this Agreement

- 26.1. Subject to Clause 26 and SCHEDULE 1 - SERVICES PART B - THE TENDER, this Agreement may not be varied except where:
- 26.2. CCS notifies the Supplier that it wishes to vary the provisions of this Agreement (including any variations suggested by the Supplier) and provides the Supplier with full written details of any such proposed change provided always such variation does not amount to a material change of this Agreement within the meaning of the Regulations and the Law; and
- 26.3. the Parties agree to the variation and a written variation agreement is signed by both Parties.
- 26.4. If, by the date thirty (30) Working Days after notification was given under Clause 26.2 no agreement is reached by the Parties acting reasonably in relation to any variation requested, CCS may, by giving written notice to the Supplier, either:
- 26.5. agree that the Parties shall continue to perform their obligations under this Agreement without the variation; or
- 26.6. terminate this Agreement.

27. Legislative change

- 27.1. The Supplier shall neither be relieved of its obligations under this Agreement nor be entitled to increase the Agreement Prices and/or the Charges as the result of a General Change in Law or a Specific Change in Law without Approval from CCS.
- 27.2. If a Specific Change in Law occurs or will occur during the Term which has a material impact on the delivery of the Services or the Agreement Prices, the Supplier shall notify CCS of the likely effects of that change, including whether any change is required to the Services (including the Services which are the subject of a Call-Off Contract awarded by a Contracting Body, as appropriate), the Agreement Prices or this Agreement.
- 27.3. For the avoidance of doubt this Clause 27 shall not operate to alter any Charges paid or payable by Contracting Bodies pursuant to any Call-Off Contracts in existence prior to the date of the increase in the Agreement Prices.

28. Law and jurisdiction

- 28.1. This Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice to the dispute resolution procedure set out in Clause 25 each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

29. Rights of third parties

- 29.1. Subject to Clause 29.2, a person who is not Party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 29.2. Each and every Buyer may, with Approval of CCS, enforce any provision of this Agreement which is for the benefit of any Other Contracting Body as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 29.3. CCS may act as agent and trustee for each Other Contracting Body or Buyer, and/or CCS may enforce on behalf of that Other Contracting Body or Buyer any Clause or term referred to in Clause 29.2 and/or recover any Loss suffered by that Other Contracting Body or Buyer in connection with a breach of any such Clause or term.

30. Severability

- 30.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Agreement or any Call-Off Contracts to which the provision applied.
- 30.2. If any provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement or a Call-Off Contract is held to any extent to be invalid, CCS and the Supplier shall immediately commence good faith negotiations to remedy such invalidity. If the Parties are unable to resolve any dispute arising under this Clause within twenty (20) Working Days of the finding of invalidity, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 30.

31. Waiver and cumulative remedies

- 31.1. The rights and remedies provided by this Agreement may be waived only in writing by CCS Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 31.2. Unless a right or remedy of CCS is expressed to be an exclusive right or remedy, the exercise of it by CCS is without prejudice to CCS's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 31.3. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Agreement.

32. Relationship of the parties

- 32.1. Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

33. Liability

- 33.1. Neither Party excludes or limits its liability for:
 - 33.1.1. death or personal injury; or
 - 33.1.2. bribery or Fraud by it or its employees; or
 - 33.1.3. any liability to the extent it cannot be excluded or limited by Law.
- 33.2. The Supplier's total aggregate liability in respect of the indemnities in Clauses 37 (Prevention of Fraud and Bribery), 39 (IPR), and, in each case, whether before or after the making of a demand pursuant to the indemnities therein, shall be unlimited.
- 33.3. Subject to Clauses 33.1, 33.6 and 33.6.7 and without prejudice to Clause 33.2 each Party's total aggregate liability in respect of all Losses as a result of Defaults and/or Material Breaches howsoever arising out of or in connection with this Agreement shall be limited to:
 - 33.3.1. in relation to Losses suffered as a result of Defaults and/or Material Breaches occurred or occurring in the first Contract Year, the greater of the sum of one hundred thousand pounds (£100,000) or a sum equal to one hundred and twenty five per cent (125%) of the Estimated Year 1 Management Charge;
 - 33.3.2. in relation to Losses suffered as a result of Defaults and/or Material Breaches occurred or occurring during the remainder of the Term, the greater of the sum of one hundred thousand pounds (£100,000) or an amount equal to one hundred and twenty five per cent (125%) of the Management Charge payable under this Agreement in the 12 months immediately preceding the event giving rise to the liability; and
 - 33.3.3. in relation to Losses suffered as a result of Defaults and/or Material Breaches occurred or occurring after the end of the Term, the greater of the sum of one hundred thousand pounds (£100,000) or an amount equal to one hundred and twenty five per cent (125%) of the Management Charge payable under this Agreement in the 12 months immediately prior to the last day of the Term.

- 33.4. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 33 shall not limit the Supplier's liability under any Call-Off Contract and the Supplier's liability under any Call-Off Contract shall be as provided for in the Call-Off Contract only.
- 33.5. A Party shall not be responsible to the other for Loss under this Agreement if and to the extent that it is caused by the Default and/or Material Breaches of the other.
- 33.6. Subject to Clauses 33.1, 33.6 and 33.6.7 in no event shall either Party be liable to the other for any:
- 33.6.1. loss of profits;
 - 33.6.2. loss of business, or business opportunities;
 - 33.6.3. loss of revenue;
 - 33.6.4. loss of or damage to goodwill;
 - 33.6.5. loss of savings (whether anticipated or otherwise); and/or
 - 33.6.6. any indirect, special or consequential loss or damage.
- 33.6.7. The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by CCS) be recoverable by CCS:
- 33.6.8. the additional operational and/or administrative costs and expenses arising from any material Default or Material Breach;
 - 33.6.9. any wasted expenditure or charges;
 - 33.6.10. the cost of procuring, implementing and operating any alternative or replacement services to the Services;
 - 33.6.11. any Management Charges or Default Management Charges which are due and payable to CCS; and
 - 33.6.12. any regulatory losses, fines, expenses, costs or other losses arising from a breach by the Supplier of any Laws.
- 33.7. No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by or on behalf of CCS to any document or information provided by the Supplier in its provision of the Services to Contracting Bodies, and no failure of CCS to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to carry out all the obligations of a professional supplier employed in a client/Buyer relationship.
- 33.8. Save as otherwise expressly provided, the obligations of CCS under this Agreement are obligations of CCS in its capacity as a Agreement counterparty and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain CCS in any other capacity, nor shall the exercise by CCS of its duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of CCS to the Supplier.
- 33.9. For the avoidance of doubt any liabilities which are unlimited shall not be taken into account for the purposes of establishing whether the limit in Clause 33.3 has been reached.
- 33.10. Nothing in this Clause 33 shall act to reduce or affect a Party's general duty to mitigate its loss.

34. Entire agreement

- 34.1. Without prejudice to the foregoing, this Agreement, together with a completed, signed and dated Call-Off Contract and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 34.2. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 34.3. Nothing in this Clause shall operate to exclude liability or remedy for Fraud or fraudulent misrepresentation.

35. Notices

- 35.1. Any notices given under or in relation to this Agreement shall be in writing by letter, signed by or on behalf of the party giving it, sent by recorded delivery service and for the attention of the relevant party set out in Clause 35 or to such other address as that party may have stipulated in accordance with Clause 35.3.
- 35.2. A notice shall be deemed to have been received two (2) Working Days from the date of posting.
- 35.3. In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant Party set out in Clause 35 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as recorded delivery.

36. Contact details

The address, fax number and e-mail address of each Party shall be:

- 36.1. for CCS:
- Crown Commercial Service
Rosebery Court
St. Andrews Business Park
Norwich
NR7 0HS
For the attention of: Cloud and Digital Team
Tel: 0345 410 2222
Email: info@crowncommercial.gov.uk; and
- 36.2. for the Supplier:
- [SUPPLIER_FULL_NAME]
[SUPPLIER_FULL_ADDRESS]
For the attention of: [SUPPLIER_KEY_CONTACT]
Tel: [SUPPLIER_TEL]
Email: [SUPPLIER_EMAIL]
- 36.3. Either Party may change its address for service by serving a notice in accordance with this Clause.
- 36.4. For the avoidance of doubt, any notice given under this Agreement shall not be validly served if sent by electronic mail and not confirmed by a letter.

37. Prevention of fraud and bribery

- 37.1. The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Agreement Commencement Date:
- 37.1.1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 37.1.2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 37.2. The Supplier shall not during the Agreement Term:
- 37.2.1. commit a Prohibited Act; and/or
- 37.2.2. do or suffer anything to be done which would cause CCS or any of CCS's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 37.3. The Supplier shall during the Agreement Term:

- 37.3.1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 37.3.2. keep appropriate records of its compliance with its obligations under Clause 37.3.1 and make such records available to CCS on request;
- 37.3.3. if so required by CCS, within twenty (20) Working Days of the Agreement Commencement Date, and annually thereafter, certify in writing to CCS, the compliance with this Clause 37.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Agreement. The Supplier shall provide such supporting evidence of compliance as CCS may reasonably request; and
- 37.3.4. have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to CCS on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 37.4. The Supplier shall immediately notify CCS in writing if it becomes aware of any breach of Clause 37.1, or has reason to believe that it has or any of the Supplier Personnel has:
 - 37.4.1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 37.4.2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 37.4.3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
- 37.5. If the Supplier makes a notification to CCS pursuant to Clause 37.4, the Supplier shall respond promptly to CCS's enquiries, co-operate with any investigation, and allow CCS to audit any books, records and/or any other relevant documentation in accordance with Clause 47 Records and audit access.
- 37.6. If the Supplier breaches Clause 37.1, CCS may by notice:
 - 37.6.1. require the Supplier to remove from the performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 37.6.2. immediately terminate this Agreement for Material Breach.
- 37.7. Any notice served by CCS under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who CCS believes has committed the Prohibited Act and the action that CCS has elected to take (including, where relevant, the date on which this Agreement shall terminate).

38. Safeguarding against fraud

- 38.1. The Supplier shall notify CCS (in respect of services provided under the Agreement) or the Buyer (in respect of Services provided under a Call-Off Contract) immediately and in writing if it has reasons to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 38.2. If the Supplier or the Supplier Staff commits any Fraud in relation to this Agreement, a Call-Off Contract or any other contract with the Government:
 - 38.2.1. The Buyer may terminate the Call-Off Contract for Material Breach; and/or
 - 38.2.2. CCS may terminate the Agreement for Material Breach; and
 - 38.2.3. CCS and/or the Buyer may recover in full from the Supplier and the Supplier shall indemnify CCS and/or Buyer in full for any Loss sustained by CCS and/or Buyer at any time (whether such loss is incurred before or after the making of a demand pursuant to the indemnity hereunder) in consequence of any breach of this Clause.

39. Intellectual Property Rights

39.1. Allocation of title to IPR

- 39.1.1. Save as granted under this Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 39.1.2. Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 39.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 39.1.3. Subject to Clauses 39.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 39.1.4. Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use CCS's logo exclusively in connection with the provision of the Services during the Agreement Term and for no other purpose.

39.2. IPR Indemnity

- 39.2.1. The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 39.2.2. The Supplier shall at during and after the Agreement Period, on written demand indemnify CCS against all Losses incurred by, awarded against or agreed to be paid by CCS (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 39.2.3. If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
 - 39.2.3.1. procure for CCS the right to continue using the relevant item which is subject to the IPR Claim; or
 - 39.2.3.2. replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to CCS; and
 - (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.
- 39.2.4. If the Supplier elects to procure a licence in accordance with Clause 39.2.4 or to modify or replace an item pursuant to Clause 39.2.4, but this has not avoided or resolved the IPR Claim, then:
 - 39.2.4.1. CCS may terminate this Agreement by written notice with immediate effect; and
 - 39.2.4.2. without prejudice to the indemnity set out in Clause 39.2.4, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

40. Provision and protection of information

40.1. Confidentiality

- 40.1.1. For the purposes of this Clause 40.1, the term "Disclosing Party" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "Recipient" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 40.1.2. Except to the extent set out in this Clause 40.1 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
 - 40.1.2.1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 40.1.2.2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the Disclosing Party's prior written consent;
 - 40.1.2.3. not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated

under this Agreement; and

- 40.1.2.4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 40.1.3. The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 40.1.4. the Recipient is required to disclose the Confidential Information by Law, provided that Clause 40.3 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- 40.1.5. the need for such disclosure arises out of or in connection with:
 - 40.1.5.1. any legal challenge or potential legal challenge against CCS arising out of or in connection with this Agreement;
 - 40.1.5.2. the examination and certification of CCS's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS is making use of its resources; or
 - 40.1.5.3. the conduct of a Central Government Body review in respect of this Agreement; or
 - 40.1.5.4. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 40.1.6. If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 40.1.7. Subject to Clauses 40.1.2 and 40.1.3, the Supplier may only disclose the Confidential Information of CCS on a confidential basis to:
 - 40.1.7.1. Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Agreement; and
 - 40.1.7.2. its professional advisers for the purposes of obtaining advice in relation to this Agreement.
- 40.1.8. Where the Supplier discloses the Confidential Information of CCS pursuant to Clause 40.1.7, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 40.1.9. CCS may disclose the Confidential Information of the Supplier:
 - 40.1.9.1. to any Central Government Body or Other Contracting Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;
 - 40.1.9.2. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - 40.1.9.3. to the extent that CCS (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 40.1.9.4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 40.1.9 (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - 40.1.9.5. on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
 - 40.1.9.6. to a proposed transferee, assignee or novatee of, or successor in title to CCS,
 - 40.1.9.7. and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on CCS under this clause 40.1.9.
- 40.1.10. For the avoidance of doubt, the Confidential Information that CCS may disclose under Clause 40.1.9 shall include information relating to Call-Off Contracts, including service levels, pricing information (which includes information on prices tendered in a Mini Competition tender procedure, even where such a Mini Competition tender procedure does not result in the award of a Call-Off Contract) and the terms of any Call-Off Contract may be shared with any Central Government Body or Other Contracting Body from time to time.
- 40.1.11. Nothing in this Clause 40.1 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

40.1.12. The Supplier acknowledges that publication of this Agreement will include the publication of the name and contact details of the Supplier Representative. Such details will not be redacted. By executing this Agreement, the Supplier confirms that it has ensured that the Supplier Representative has given their consent to the publication of their name and contact details or otherwise taken steps to ensure that publication will not breach the Data Protection Act 1998. The name and contact details of any subsequent Supplier Representative details will also be published and in every such case the Supplier will ensure that consent is obtained or otherwise takes steps to ensure that publication of those details will not amount to a breach of the Data Protection Act 1998.

40.1.13. In the event that the Supplier fails to comply with Clause 40, CCS reserves the right to terminate this Agreement for Material Breach.

40.2. **Transparency**

40.2.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. CCS shall determine whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA. CCS may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

40.2.2. Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for CCS to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Agreement agreed from time to time.

40.2.3. The Supplier shall assist and cooperate with CCS to enable CCS to publish this Agreement.

40.3. **Freedom of Information**

40.3.1. The Supplier acknowledges that CCS is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

40.3.1.1. provide all necessary assistance and cooperation as reasonably requested by CCS to enable CCS to comply with its Information disclosure obligations under the FOIA and EIRs;

40.3.1.2. transfer to CCS all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

40.3.1.3. provide CCS with a copy of all Information belonging to CCS requested in the Request for Information which is in the Supplier's possession or control in the form that CCS requires within five (5) Working Days (or such other period as CCS may reasonably specify) of CCS's request for such Information; and

40.3.1.4. not respond directly to a Request for Information unless authorised in writing to do so by CCS.

40.3.2. The Supplier acknowledges that CCS may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. CCS shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) for the purpose of this Agreement, CCS shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

40.4. **Protection of Personal Data**

40.4.1. Where any Personal Data are processed in connection with the exercise of the Parties' rights and obligations under this Agreement, the Parties acknowledge that CCS is the Data Controller and that the Supplier is the Data Processor.

40.4.2. The Supplier shall:

40.4.3. Process the Personal Data only in accordance with instructions from CCS to perform its obligations under this Agreement;

40.4.4. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;

40.4.5. not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the

prior written consent of CCS (save where such disclosure or transfer is specifically authorised under this Agreement);

- 40.4.6. take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - 40.4.6.1. are aware of and comply with the Supplier's duties under this Clause 40.4.2 and Clause 40.1 (Confidentiality);
 - 40.4.6.2. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by CCS or as otherwise permitted by this Agreement; and
 - 40.4.6.3. have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- 40.4.7. notify CCS within five (5) Working Days if it receives:
 - 40.4.7.1. from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to CCS's obligations under the DPA;
 - 40.4.7.2. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - 40.4.7.3. a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - 40.4.7.4. provide CCS with full cooperation and assistance (within the timescales reasonably required by CCS) in relation to any complaint, communication or request made (as referred to in Clause 40.4.2 – 40.4.7, including by promptly providing:
 - i) CCS with full details and copies of the complaint, communication or request;
 - ii) where applicable, such assistance as is reasonably requested by CCS to enable CCS to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - iii) CCS, on request by CCS, with any Personal Data it holds in relation to a Data Subject; and
 - iv) if requested by CCS, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 40.4.2 and provide to CCS copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
- 40.4.8. The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "Restricted Countries"). If, after the Agreement Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:
 - 40.4.8.1. the Supplier shall propose a variation to CCS which, if it is agreed by CCS, shall be dealt with in accordance with Clause 26 (Variation to this Agreement);
 - 40.4.8.2. the Supplier shall set out in its proposal to CCS for a Variation, details of the following:
 - i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure CCS's compliance with the DPA;
 - v) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with CCS, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - vi) the Supplier shall comply with such other instructions and shall carry out such other actions as CCS may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Agreement or a separate data processing agreement between the Parties; and
- (b) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with CCS on such terms as may be required by CCS; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between CCS and the Supplier relating to the relevant Personal Data transfer,and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which CCS deems necessary for the purpose of protecting Personal Data.

40.4.9. The Supplier shall use its reasonable endeavours to assist CCS to comply with any obligations under the DPA and shall not perform its obligations under this Agreement in such a way as to cause CCS to breach any of CCS's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

41. Official secrets acts

- 41.1. The Supplier shall (where applicable) comply with and shall ensure that the Supplier Staff comply with, the provisions to the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.
- 41.2. In the event that the Supplier or the Supplier Staff fails to comply with this Clause, CCS reserves the right to terminate this Agreement with immediate effect by giving notice in writing to the Supplier; and the Buyer reserves the right to terminate its Call-Off Contract with immediate effect by giving notice in writing to the Supplier.

42. Promoting tax compliance

- 42.1. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 42.1.1. Notify CCS in writing of such fact within five (5) Working Days of its occurrence; and
 - 42.1.2. promptly provide to CCS:
 - 42.1.2.1. details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
 - 42.1.2.2. such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonable require.
- 42.2. In the event that the Supplier fails to comply with this Clause 42 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of CCS are acceptable, then CCS reserves the right to terminate this Agreement for Material Breach.

43. Standards and security

- 43.1. **Introduction**
 - 43.1.1. This Clause 43 sets out the standards with which the Supplier shall comply in its provision of the Services and details the Supplier's obligations to comply with future Government requirements and standards.
 - 43.1.2. The Supplier shall, in addition to complying with the standards as outlined below, comply with the Buyer's standards as set out in the Call-Off Contract.
- 43.2. **Complying with future government requirements and standards**
 - 43.2.1. The Supplier shall comply with future Government requirements and standards in accordance with any Government guidance issued during the Term of this Agreement and as developed and updated, from time to time.

43.3. Current standards

- 43.3.1. The Supplier shall at all times comply with the standards referred to in this Clause 43.3.
- 43.3.2. The Supplier shall use the best applicable techniques and standards and perform the Call-Off Contracts with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.
- 43.3.3. The Supplier warrants and represents that all Supplier Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.
- 43.3.4. The Supplier shall undertake its obligations (and shall procure that its Key Sub-Contractors undertake their obligations) arising under this Agreement and any Call-Off Contracts in accordance with the BS EN ISO 9001 Quality Management System standard or equivalent, and all other quality and technical standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier (or the Sub-Contractor, as the case may be) would reasonably and ordinarily be expected to comply with and any other applicable quality Standards, Government codes of practice and guidance.
- 43.3.5. The Supplier shall provide Services that meet the other security standards set out on the NCSC website at
- 43.3.6. http://www.ncsc.gov.uk/servicecatalogue/service_assurance
- 43.3.7. (as may be updated or amended from time to time e.g. CHECK, Cyber Incident Response etc.)
- 43.3.8. The Supplier will be required to comply with the Government Buying Standard for Data centres (under development), EU Code of Conduct, which sets out ways in which data centres (this includes server farms, server rooms etc.) can restrict their energy usage and cost – this includes consideration of the impact on energy requirements that may result from provision of services or consultancy and could ultimately contribute to energy and cost savings.

43.4. Security requirements

- 43.4.1. The Supplier shall ensure that staff has security clearance to a minimum level Baseline Personnel Security standard (BPSS). Should a Buyer require a higher level of security clearance this will be made clear in the Mini Competition Procedure.
- 43.4.2. The Supplier shall comply with the applicable requirements set out in the Cabinet Office's Security Policy Agreement.

44. Records and audit access

- 44.1. The Supplier shall keep and maintain in accordance with Good Industry Practice and generally accepted accounting principles, until the later of:
 - 44.1.1. seven (7) years after the date of termination or expiry of this Agreement; or
 - 44.1.2. seven (7) years after the date of termination or expiry of the last Call-Off Contract to expire or terminate; or
 - 44.1.3. such other date as may be agreed between the Parties;full and accurate records and accounts of the operation of the Agreement and the Call-Off Contracts entered into with Contracting Bodies, the Services provided pursuant to the Call-Off Contracts (including any Sub-Contracts) and the amounts paid by each Contracting Body under the Call-Off Contracts.
- 44.2. The Supplier shall provide CCS with a completed Self Audit Certificate at the termination (or expiry) of this Agreement for whatever reason. The Self Audit Certificate shall be completed by responsible senior member of the Supplier's management team or by the Supplier's external auditor or company Managing Director and shall be provided to CCS no later than three (3) Months after termination or expiry of this Agreement.
- 44.3. The Supplier shall afford:
 - 44.3.1. CCS;
 - 44.3.2. Other Contracting Bodies who have received Services or are receiving Services from the Supplier under this Agreement;
 - 44.3.3. CCS's representatives;

- 44.3.4. in relation to those Other Contracting Bodies' listed in paragraph 43.3, their representatives,
- 44.3.5. the National Audit Office; and/or
- 44.3.6. any auditor appointed by the Audit Commission ("Auditors");
access to the records and accounts referred to, and for the purposes specified, in paragraph 45.1 at the Supplier's premises and/or provide copies of the records and accounts, as may be required and agreed with CCS (or relevant Other Contracting Body) from time to time, in order that CCS (or relevant Contracting Body) may carry out an inspection of the records and accounts referred to in paragraph 45.1 for the following purposes:
 - 44.3.6.1. verify the accuracy of the Charges (and proposed or actual variations to them in accordance with this Agreement) and or the costs of the Supplier (including Sub-Contractor's costs);
 - 44.3.6.2. to review the integrity, confidentiality and security of the Personal Data and Buyer Data held or used by the Supplier;
 - 44.3.6.3. review any books of accounts kept by the Supplier in connection with the provision of the Services for the purposes of auditing the Charges and Management Charges under the Agreement and Call-Off Contract only;
 - 44.3.6.4. to review any other aspect of the delivery of the Services including to review compliance with the Data Protection Legislation, the Supplier's security obligations and to ensure compliance with any other Laws;
 - 44.3.6.5. to carry out an examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources; and/or
 - 44.3.6.6. review any internal contract management accounts kept by the Supplier in connection with this Agreement; and/or verify the accuracy and completeness of any MI delivered or required by this Agreement;
 - 44.3.6.7. review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 44.3.6.8. receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Agreement in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services; and/or
 - 44.3.6.9. to inspect the Buyer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Buyer's assets are secure and that any register of assets is up to date.
- 44.4. The Supplier shall provide such records and accounts (together with copies of the Supplier's published/audited accounts relating to the trading entity conducting business under this Agreement) on request during the Term and during the Call-Off Contract Term and for a period of twelve (12) months after termination or expiry of the Term or the last Call-Off Contract (whichever is the later) to CCS (or relevant Contracting Body or Auditors) and its internal and external auditors.
- 44.5. CCS shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call-Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of CCS.
- 44.6. Subject to CCS's and the Buyer's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
 - 44.6.1. all information within the scope of the Audit requested by the Auditor;
 - 44.6.2. reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - 44.6.3. access to the Supplier Staff.
- 44.7. If an Audit reveals that:
 - 44.7.1. the Supplier has committed a Material Breach; or
 - 44.7.2. the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any Month,
then without prejudice to CCS's other rights under this Agreement the Supplier shall reimburse CCS its reasonable costs incurred in relation to the Audit.
- 44.8. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under these Clauses 44.1 to 44.7, save as specified in Clause 44.7.

45. Signature

- 45.1. By signing and returning this Agreement the Supplier agrees to comply with all the terms of this legally binding Agreement to provide the Services. The Parties hereby acknowledge and agree that they have read this Agreement, its Schedules and any other documents referred to therein and by signing below agree to be bound by the terms of this Agreement.

Signed duly authorised for and on behalf of the Supplier

Signature:

X

Name:

[Click here to enter text.]

Position:

[Click here to enter text.]

Date

[Click here to enter text.]

Signed for and on behalf of CCS

Signature:

X

Name:

[Click here to enter text.]

Position:

[Click here to enter text.]

Date

[Click here to enter text.]

SCHEDULE 1 - SERVICES

Note to Bidders: The schedules set out in this Agreement at tender stage, are indicative only. We reserve the right to amend any or all schedules in this draft Agreement prior to contract award to reflect the agreement (provided that such amendments do not breach the procurement regulations and TFEU treaty principles).

The purpose of this Schedule is to provide the scope of the Cyber Security Services 2 Agreement.

The Supplier will be able to provide to Contracting Bodies the Services in scope, once awarded a tender.

The Services are also subject to the Contract Bodies completing and signing a Call-Off Contract with the Supplier.

At such time which the Contracting Body places a Call-Off Contract, the details of their requirements, deliverables and the Services which the Supplier will provide, will be specified in the Call-Off Contract.

Part A – The Tender, shall set out CCS's requirements as tendered at Agreement competition stage.

Part B – The Response, of this Schedule sets out the Supplier's tendered responses.

PART A – The Tender

The information provided in this Annex is predominantly for the purpose of the Agreement competition and, at the sole discretion of CCS, may be removed from the final Agreement and/or assimilated into other parts of the Agreement if necessary

Services:

Cyber Security Services 2 is a dynamic and flexible style agreement with the specific aim of helping the public sector buy a number of NCSC Certified Cyber Security Services, by procuring the appropriate cyber security capability, (team or individual specialist resource) to deliver cyber security services. The agreement is based on NCSC's approach and complying with their Certification Standards.

There are 4 lots. One for each NCSC certification scheme:

1. Certified Cyber Consultancy;
<https://www.cesg.gov.uk/scheme/certified-cyber-consultancy>
 - 1.1 Risk Assessment
 - 1.2 Risk Management
 - 1.3 Security Architecture
 - 1.4 Audit & Review
 - 1.5 Incident Management
2. Penetration Testing: CHECK
<https://www.cesg.gov.uk/scheme/penetration-testing>
3. Cyber Incidents (CIR)
<https://www.cesg.gov.uk/scheme/cyber-incidents>
4. Tailored Evaluation (CTAS)
<https://www.cesg.gov.uk/scheme/tailored-evaluation>

The opportunity is to:

- be able to offer certified cyber services and expertise to any public sector Buyer.
- make it easy, simple and quick for public sector to find and buy certified cyber security services or expertise.

What are the Changes/improvements to the current agreement?

1. Three new types of certified schemes:
 - a. Tailored Assessment(CTAS)
 - b. Incident Response (CIR)
 - c. Penetration Testing (CHECK)
2. Flexible agreement length
 - a. 12 months, however CCS may choose to extend a multiple of times up to 36 months
3. Once only principle – SID4GOV
 - a. We are introducing SID4GOV for this procurement which will save time applying for procurements in the future.
 - b. Using SID4GOV will mean you can re-use the Selection Questionnaire responses for multiple bids. (Agreements, OJEU's and Mini Competition tenders)
4. Increased maximum Call-Off Contract length
 - a. From two years --> to three years
 - b. Buyers will specify the Contract length within their Mini Competition tender. Longer Contracts will give you more time with the Buyer to achieve something.
5. Simplified bidding
 - a. We are introducing a light touch bidding process to speed up the buying process.

Who are the target audience?

Any public sector Buyer can use this agreement including, but not limited to:

- central government (e.g. Home Office);
- health (e.g. hospital trusts)
- local authorities (e.g. Birmingham City Council or Cornwall Council)
- education (e.g. University of Cambridge or Kent & Ashford College)

Our priorities

Improving our cyber capability is being supported by the NCSC whose priorities are:

- making the UK one of the most secure places to do business online;
- making the UK more resilient to cyber-attack and better able to protect our online communications;
- help shape an open, vibrant and stable cyber economy that supports open societies;
- build the UK's cyber security knowledge, skills, innovation and capability;
- creating certified schemes to assure the quality of supplier's' cyber security delivery;
- assess supplier's capability and certifying them to government standard.

The NCSC brings together existing expertise in one central place:

- **Communications-Electronics Security Group (CESG)**
UK Government's national technical authority who provide an approved status to providers.
- **CERT UK**
The UK National Computer Emergency Response Team.
- **CPNI - Centre for Protection of National Infrastructure**
CPNI protects national security by providing protective security advice. Their advice covers physical security, personnel security and cyber security/information assurance.
- **CCA - Centre for Cyber Assessment**
Provides "cyber threat assessments" for UK government departments to inform policy.

You are required to achieve your certification status with NCSC to be awarded a place on this agreement. This agreement, enables the public sector to buy certified cyber security services; that can help them stay safe online. If a public sector organisation suffers a cyber-attack, this agreement can offer expertise to help them to recover quickly.

Alignment to other CCS agreements:

Buyers who use this agreement may also use:

Insurance Services II <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3731>

For a range of suppliers who offer insurance in this area.

Digital Outcomes and Specialist <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1043iii>

For Cyber Security Consultant or specialist role, but may not want the certified status.

Test, Design and Consultancy Services <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3810>

For internal shared managed service for testing.

What's outside of this opportunity?

Products and services out of scope include but are not limited to:

- Any/all hardware & infrastructure
- Hosting
- Software or software licensing
- Networks or connectivity services

How many suppliers will be on Agreement?

We are not limiting the number of suppliers on the agreement. However only suppliers who are successful in completing their NCSC certification, will be able to offer services to Buyers via a Mini Competition Procedure.

PART A – The Response

The below outlines the Cyber Security Services which the Supplier can provide and their Charging Structure. As the Supplier receives new Certificates for schemes, these services will be updated, and a revision Part A – The Response will be issued.

SID4Gov Profile:

The Suppliers SID4Gov is profile: [insert]

The Supplier has completed the Standard Selection Questionnaire – ref: [insert]

Services in scope:

The types of services the supplier has been awarded, are as follows. Each to be added as a supplier is certified.

Type of service	Example Services	NCSC approval scheme required?	Awarded? Marked X for yes
Risk Assessment	Documenting risks to help Buyers identify and tackle relevant security risks	Certified Cyber Security Consultancy	<input type="checkbox"/>
Risk Management	Recommending how to manage cyber security risks		<input type="checkbox"/>
Security Architecture	Designing and developing security architectures that take account of business outcomes		<input type="checkbox"/>
Audit and Review	Providing access to checks, reviews and audits, and reports to show compliance with internal and external policies and procedures.		<input type="checkbox"/>
Incident Management	TBC – This scheme is under review and its services are yet to be defined.	TBC	<input type="checkbox"/>
Tailored Evaluation (CTAS)	Providing tailored testing of specific security attributes of a system, product or service.	Cyber Tailored Assurance Service (CTAS)	<input type="checkbox"/>
Incident Response (CIR)	Fast action response to cyber-attacks and provide recommendations to deal with the compromise.	Cyber Incident Response (CIR)	<input type="checkbox"/>
Penetration testing(CHECK)	Testing of IT systems to identify potential vulnerabilities and recommend effective security countermeasures	CHECK	<input type="checkbox"/>

Roles, Maximum Day Rates and defined experience levels:

The roles, maximum day rates and NCSC defined experience level that the Supplier has been awarded to deliver are as follows:

Information Assurance (IA) Roles	Linked to NCSC certification?	Awarded? Marked X for yes	Maximum day rate	Practitioner	Maximum day rate	Senior Practitioner	Maximum day rate	Lead Practitioner
Communications Security Officer	Yes	<input type="checkbox"/>	£	Entry Level to CCP 0-2 years professional experience Suitable for individuals who work on routine IA tasks and complete more complex tasks under supervision Typically supports a single project, information system, service or business unit.	£	2-5 years professional experience Suitable for those who work independently on complex projects; & may lead/oversee the work of others. Contributes to the success of a/multiple programme /projects, clients or service owners.	£	5-8 years professional experience. Fully competent - the first career level in the ladder (i.e. it is expected that all professionals will reach this level). Suitable for highly experienced individuals who provide advice and/or leadership on complex strategic IA issues to seniors in an organisation. Typically has influence across a Senior Information Risk Owner's (SIRO) area of responsibility. Influences the corporate investment portfolio or corporate governance to optimise the balance between security & other business objectives. Ensures that IA contributes to strategic business objectives.
IA Accreditor	Yes	<input type="checkbox"/>	£		£		£	
IA Architect	Yes	<input type="checkbox"/>	£		£		£	
IA Auditor	Yes	<input type="checkbox"/>	£		£		£	
IA Business Analyst	No	<input type="checkbox"/>	£		£		£	
IA Delivery Manager	No	<input type="checkbox"/>	£	May have no experience as an IA practitioner beyond their current client, assignment or business unit.	£	Sufficient experience to handle significant complexity. Little supervision.	£	
IA Operational Security Manager	No	<input type="checkbox"/>	£		£		£	
IA Project Manager	No	<input type="checkbox"/>	£		£		£	
IA Security Designer	No	<input type="checkbox"/>	£	Generally requires some supervision and typically works on routine tasks.	£		£	
IT Security Officer	Yes	<input type="checkbox"/>	£		£		£	
Security Information Risk Advisor (SIRA)	Yes	<input type="checkbox"/>	£		£		£	

Note for table above - professional means: i.e. engaged in and/or qualified in this technical digital capability as a discipline with an industry recognised defined professional development path.

Please note: These prices exclude VAT, and exclude Travel and Expenses – which is capped at the Buyer expense policy maximum – typically hotel £80/night except London £120/night, subsistence £25/day travel public transport (rail 2nd class only) – actual expense incurred only can be re-charged

Day Rate is a Professional Working Day

Percentage Discounts:

1. Volume discount structures are fixed at the completion of the Agreement competition. The discounts tendered for each SoW duration in question the Award Questionnaire will be entered into the table below
2. The discounts listed in the table below are the Supplier's minimum Percentage Discounts. The Supplier agrees to apply these minimum Percentage Discounts to every mini competition tender they bid for.
3. The Percentage Discounts will be applied to the entire price (before any deductions, application of Service Credits or other rights of set off where they apply) of a project duration.
4. The Percentage Discounts will apply to two or more concurrent SoW's, providing there has not been a gap of no more than 30 days between them.
5. Where there is a gap of 31 days or more between SoW's, the discount level will be reset against the estimated remainder of the project delivery number of total Working Days.

Commitment Duration	Supplier Maximum Discount Percentage
20 Working Days and over, but less than 60 Working Days	
60 Working Days and over, but less than 90 Working Days	
Anything over 90 Working Days	

Provisions of pricing:

1. The Maximum Day Rates set out in this Schedule are the maximum that the Supplier may charge pursuant to any Call-Off Contract.
2. The Percentage Discounts set out in this Schedule are the minimum that the Supplier may apply pursuant to any Call-Off Contract.
3. The Supplier acknowledges and agrees that any Charges submitted in relation to a Mini Competition Procedure shall be equal to or lower than the Maximum Day Rates, and equal to or higher than the minimum Percentage Discounts.
4. The Supplier shall ensure that any Charges set out in a Statement of Work (SoW) shall be fully transparent and shall set out in detail a cost breakdown of all the input cost elements that make up the price.
5. The Supplier acknowledges and agrees that the Maximum Day Rates cannot be increased during the Term.
6. The Supplier acknowledges and agrees that the minimum Percentage Discounts cannot be decreased during the Term.

Adjustment of pricing:

The Maximum Day Rates and Percentage Discounts shall only be varied:

1. Due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Maximum Day Rates and or Percentage Discounts in accordance with Clause 29.1 of the Agreement;
2. where the Parties agree a reduction in all or part of the Maximum Day Rates or Percentage Discounts in accordance with the paragraph below; or
3. Every six (6) Months during the Term from the Agreement Commencement Date, the Supplier shall assess the level of the Maximum Day Rates and or Percentage Discounts to consider whether it is able to reduce them. Such assessments shall be carried out twice in each Contract Year. To the extent that the Supplier is able to decrease all or part of the Maximum Day Rates and or Percentage Discounts it shall promptly notify CCS in writing and such reduction shall be implemented in accordance with the Implementation of adjusted Maximum Day Rates and or Percentage Discounts.
4. Subject to paragraphs 1 and 2 the Maximum Day Rates and or Percentage Discounts will remain fixed for the first Contract Year.

Implementation of adjusted pricing:

Variations in accordance with the provisions of pricing shall be made by CCS to take effect:

- in accordance with Clause 26.1 of the Agreement where an adjustment is made in accordance with Adjustment of pricing – paragraph 4; or where the Supplier notifies CCS in accordance with Adjustment of pricing – paragraph 3 (as applicable) that it is able to amend the Maximum Day Rates and or Percentage Discounts,
- and the Supplier shall amend the Maximum Day Rates and or Percentage Discounts shown in this Schedule to reflect such variations.
- Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the relevant Buyer; and Implemented in accordance with the provisions applicable to the Call-Off Contract.

Specialist technical roles:

NOTE: Where a supplier has been successful in being awarded a place on the Agreement for a Role, for one or more Lots for any Experience Level (practitioner, senior practitioner or lead practitioner), then they will be able at Mini Competition tender, to offer in response to a specific Buyer requirement two other specialist categories of People: 'Technical Specialist' or 'Partner Level Specialist'.

Both these roles would need to be directly aligned to one of the Information Assurance (IA) Roles.

The particular requirement will vary on individual Buyer project requirement

'Technical specialist' category: *capped at a maximum rate of £1,200/day*

(this person would have real specialism and deep experience in a niche area of Cyber Security or particular blend of Cyber Security Service knowledge and experience)

'Partner level specialist' category: *capped at a maximum rate of £1,500/day*

This would include very senior/highly experienced people (e.g. recognised industry leaders in their discipline whose likely experience is minimum of 5yrs in any one specific discipline)

Locations:

The regional locations that the supplier has been awarded to deliver in are as follows:

Regional Location	Awarded? Marked X for yes	Regional Location	Awarded? Marked X for yes
East of England	<input type="checkbox"/>	South West	<input type="checkbox"/>
East Midlands	<input type="checkbox"/>	West Midlands	<input type="checkbox"/>
Greater London	<input type="checkbox"/>	Yorkshire and the Humber	<input type="checkbox"/>
North East	<input type="checkbox"/>	Wales	<input type="checkbox"/>
North West	<input type="checkbox"/>	Scotland	<input type="checkbox"/>
South East	<input type="checkbox"/>	Northern Ireland	<input type="checkbox"/>

Industry sectors:

Industry Sectors that the supplier has been awarded to deliver are as follows:

Industry Sectors	Awarded? Marked X for yes	Industry Sectors	Awarded? Marked X for yes
Central Government	<input type="checkbox"/>	Finance	<input type="checkbox"/>
Digital Services for Government	<input type="checkbox"/>	Water	<input type="checkbox"/>
Government	<input type="checkbox"/>	Chemical (Hazardous Sites)	<input type="checkbox"/>
Wider Public Sector	<input type="checkbox"/>	Communications	<input type="checkbox"/>
Defence Infrastructures	<input type="checkbox"/>	Energy	<input type="checkbox"/>
Health	<input type="checkbox"/>	Food	<input type="checkbox"/>
Transport	<input type="checkbox"/>	Space	<input type="checkbox"/>
Emergency Services	<input type="checkbox"/>	Civil Nuclear	<input type="checkbox"/>
List X	<input type="checkbox"/>	List N (a civil nuclear security equivalent of List X and inspected by the Information Security Branch of OCNS)	<input type="checkbox"/>

SCHEDULE 2 - KEY PERFORMANCE INDICATORS

KPI no	Performance Criteria	Target	Measured by
Contract Management			
1	Responsiveness to CCS in relating to management of this agreement	≥ 95%	Responding to correspondence (email or phone) from CCS within 2 Working Days. Resolving issues raised within 5 Working Days.
2	Provision of the Model Self Audit Certificate in accordance with within 2 weeks of the end of each Contract Year	100%	Confirmation of receipt by CCS.
3	Reporting the number of Call-Off Contract variations within each Quarter	100%	Providing the report 2 weeks after the end of each Quarter
Sales, Invoicing and Savings Information			
4	Completed accurate MI template to be returned to CCS by the Reporting Date.	100%	Confirmation of receipt by CCS, (must be complete & accurate with invoice, order & bid MI)
5	Any invoices for Management Charges to be paid within 30 calendar days from date of issue.	100%	Confirmation of receipt by CCS.
6	Provided accurate and full breakdown of pricing for Services supplied by the Supplier within 14 Working Days of a request from CCS.	100%	Confirmation of receipt of full and accurate information by CCS.
7	Provided accurate and full information when requested by CCS, on how the Supplier has arrived at a fixed or capped price bid under a Call-Off Contract	100%	Confirmation of receipt of full and accurate information by CCS.
Service			
8	Satisfaction	90% or above.	% of responders who are satisfied or better at the end of SoW Satisfaction report. At the end of each SoW as part of the lessons learnt, Buyers will use the Balanced Scorecard to score their satisfaction against supplier's performance during that SoW.
9	Responsiveness to Invitation to Tenders	≥ 95% per Quarter	Responding to Invitations to Tender within Mini Competitions issued via the agreement on 95% of Mini Competitions, (within location region)

SCHEDULE 3 - CALL-OFF CONTRACT

Note: The Order Form and RM3764ii Standard Call-Off Terms (including the SoW), cannot be used to alter existing terms or add any supplementary terms that materially change the Cyber Security Services offered by the Supplier; and defined in the tender documents that include, but are not limited to, the Service Definition and Supplier terms.

Call-Off Contract is made up of 3 Parts;

- **PART A Order Form, Specific Terms and**
- **PART B Schedules**
- **PART C RM3764ii Standard Terms (held online)**

<http://ccs-agreements.cabinetoffice.gov.uk/Digitalfuture>

SCHEDULE 4 – DEFINITIONS AND INTERPRETATION

INTERPRETATION

In this Agreement the following expressions have the following meaning:

1. The interpretation and construction of this Agreement shall all be subject to the following provisions:
 - 1.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2. words importing the masculine include the feminine and the neuter and vice versa;
 - 1.3. the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
 - 1.4. references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.6. headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - 1.7. references in this Agreement to any Clause or Schedule without further designation shall be construed as a reference to the Clause or sub-Clause or Schedule to this Agreement so numbered;
 - 1.8. references in this Agreement to any Paragraph or Sub-Paragraph without further designation shall be construed as a reference to the Paragraph or sub-Paragraph of the relevant Schedule to this Agreement so numbered;
 - 1.9. reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
2. In the event and to the extent only of any conflict between any provisions of this Agreement the conflict shall be resolved, in accordance with the following order of precedence:
 - 2.1. the Clauses and (excluding the Supplier's Tender at Part B of SCHEDULE 1) and SCHEDULE 2 - KEY PERFORMANCE INDICATORS;
 - 2.2. Inclusive of any other supporting guidance or documents held on Agreement webpage and any annexes to them;
 - 2.3. SCHEDULE 1 - SERVICES (Part A – The Tender).
3. If there is any conflict between the provisions of this Agreement and provisions of any Call-Off Contract, the provisions of this Agreement shall prevail over those of the Call-Off Contract save that:
 - 3.1. any refinement to the Order Form and Standard Call-Off Terms permitted for the purposes of a Call-Off Contract under Clause 5 and RM3764ii Call-Off Procedure shall prevail over SCHEDULE 3 – Call-Off Contract; and
 - 3.2. subject to paragraph 5 of this Schedule, the Call-Off Contract shall prevail over.
4. Where the Tender contains provisions which are more favourable to CCS and/or the Buyer in relation to the rest of the Agreement and/or Call-Off Contract (as applicable), such provisions of the Tender shall prevail. CCS and Buyer shall in their absolute and sole discretion determine whether any provision is more favourable to them in relation to the Agreement and Call-Off Contract.
5. Each time a Call-Off Contract is entered into, the warranties, representations and undertakings given by the Supplier in relation to that Call-Off Contract under this Agreement shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that the warranty, representations and undertakings are being repeated.

Adequate	means that the relevant contractual clauses provide sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights as required by Article 26 (2) directive 95/46/EC and the Data Protection“;
Admin Fees	means the amount payable by the Supplier to CCS in respect of costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS at the following link: http://gps.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees
Affected Party	means the Party whose obligations under the this Agreement are affected by the Force Majeure Event
Affiliate/Affiliated Company	means in relation to the Supplier, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of the Supplier from time to time;“
Agreement	Means the Framework Agreement – this document. arrangements established by CCS for the provision of Services to Contracting Bodies by Agreement Suppliers;
Agreement Prices	means the price(s) applicable to the provision of the Services as set out in SCHEDULE 1 - SERVICES PART B - The Tender ;
Agreement Suppliers	means the suppliers (including the Supplier) appointed under this Agreement or agreements on the same or similar terms to this Agreement as part of this Agreement;
Approval	means, in relation to terms and conditions in this Agreement which relate to the Agreement itself, with prior written consent of CCS and “ Approved “and “ Approved ” shall be construed accordingly;
Assurance and Accreditation Verification	means the verification process explained in the ITT in Attachment “.
Audit	means an audit carried out pursuant to Clause 45 Records and audit access of this Agreement;
Auditor	means CCS, and/or Buyer and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and/or the representatives of any of them;
Award Criteria	means the award criteria to be applied for the award of Call-Off Contracts for Services set out in RM3764ii Call-Off Procedure (for Mini Competition tenders);
Buyer	means a Contracting Body that has entered into a Call-Off Contract with the Supplier;
Buyer Cause	means any breach by the Buyer of its obligations under a Call-Off Contract (including schedule 3 (Buyer Responsibilities) of such agreement) or any other default, negligence or negligent statement of the Buyer;
Buyer’s Confidential Information	means all Buyer Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Buyer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”);
Buyer Data	means data that is owned or managed by the Buyer;
Buyer Personal Data	means the Order Personal Data and / or Service Personal Data;
Buyer Representative	means the representative appointed by the Buyer from time to time in relation to this Call-Off Contract;

Buyer Security Policy	means a Buyer's security policy and procedures in force from time to time, including any specific security requirements set out in the Call-Off Contract;
Buyer Software	means software which is owned by or licensed to the Buyer, including software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software;
Call-Off Contract	means any legally binding agreement (entered into pursuant to the provisions of this Agreement) for the provision of Services made between a Contracting Body and the Supplier;
Call-Off Contract Term	means the term of the Call-Off Contract as specified clause 3 of the relevant Call-Off Contract;
Call-Off Commencement Date	shall have the meaning set out in the Call-Off Contract;
Call-Off Terms	means the terms and conditions as set out in SCHEDULE 3 - CALL-OFF CONTRACT
Catalogue	means the Government Electronic Marketplace or any subsequent pan-government catalogue or such other medium as CCS may determine from time to time;
CCS	means the Minister for the Cabinet Office ("Cabinet Office") represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP
CCS Representative	means the representative appointed by CCS from time to time in relation to this Agreement;
CCS's Confidential Information	means all Authority's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of CCS, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
CCS Data	means data that is owned or managed by CCS;
CCS Personal Data	means the personal data supplied by CCS to the Supplier and for the purposes of or in connection with this Agreement or any Call-Off Contract. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Charges	means the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SoW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations set out in the applicable SoW;
Change in Law	means any change in law which impacts on the supply of the Services and performance of the Agreement which comes into force after the Commencement Date;
Change of Control	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Commencement Date	means the date set out in Clause 15 (Term of Agreement);
Commercially Sensitive Information	means the Information which has been notified in writing to CCS (prior to the Commencement Date in relation to Information which applies to the Agreement) or the Buyer (prior to the Call-Off Commencement Date in relation to the Call-Off Contract to which the Information applies) with full details of why the Information is deemed to be commercially sensitive and which is comprised of Information: a) which is provided by the in confidence for the period set out in that notification; and/or b) which constitutes a trade secret.

Comparable Supply	means the supply of services to another Buyer of the Supplier that are the same or similar to the Services;
Complaint	means any formal written complaint raised by an Other Contracting Body in relation to the performance of this Agreement or any Call-Off Contract in accordance with Clause 24 (Complaints Handling and Resolution);
Confidential Information	means CCS's Confidential Information and/or the Supplier's Confidential Information;
Contracting Bodies	means CCS, and any other person as listed in the OJEU Notice;
Contracting Body Satisfaction Survey	shall have the meaning set out in Clause 21 (Contracting body satisfaction monitoring);
Control	means control as defined in section 1124 and 450 of the Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
Crown	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Cyber Security Services	means the Services described in SCHEDULE 1 - SERVICES as defined by the Service Definition, the outputs and deliverables created by the cyber specialists and/or teams to delivery services or consultancy using NCSC Standards, the Supplier Terms and any related Tender documentation, which the Supplier shall make available to CCS and Other Contracting Bodies;
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Data Protection Legislation or DPA	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner;
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Data Subject Access Request	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
Day Rate	means the maximum day rate on the catalogue excluding travel and subsistence to the named Buyer locations
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier in connection with or in relation to this Agreement or the Call-Off Contract and in respect of which the Supplier is liable to CCS and in relation to the Call-Off Contract, the Supplier is liable to the Buyer;
Deliverables	means a tangible work product, consultancy or outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services;

DOTAS	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
Electronic Marketplace	means a web based application which facilitates electronic trade between one or more buying organisations and many suppliers;
Equipment	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract;
Environmental Information Regulations or EIRs	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event	<p>means any event, occurrence or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party; (b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of government, local government or Regulatory Bodies; (d) fire, flood, any disaster and any failure or shortage of power or fuel; (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available provide always that: <ul style="list-style-type: none"> - any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Sub-Contractor's supply chain; and - any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; <p style="text-align: center;">shall not constitute a force majeure event;</p>
Framework Agreement	means the Clauses of this Agreement together with the Schedules and annexes to it;
Fraud	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent or defrauding or attempting to defraud or conspiring to defraud the Crown;
General Anti-Abuse Rule	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
Government	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Guidance	means any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance shall take precedence;
Holding Company	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
Industry Sectors	means the industry sectors described in SCHEDULE 1. - SERVICES
Information	has the meaning given under section 84 of the Freedom of Information Act 2000, as amended from time to time;
Insolvency Event	<p>means, in respect of the Supplier:</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>

Intellectual Property Rights or "PR"	<p>means:</p> <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and <p>all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invitation to Tender or ITT	<p>(c) means the invitation to tender for this Agreement issued on [TO BE INSERTED BEFORE OJEU]</p>
Know-How	<p>means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the recipient Party's possession before the Agreement Commencement Date;</p>
Key Performance Indicators or KPIs	<p>means the performance measurements and targets set out in SCHEDULE 2. - KEY PERFORMANCE INDICATORS;</p>
Key Sub-Contractor	<p>means any Sub-Contractor who performs (or would perform if appointed) a material role in the provision of all or any part of the provision of Services to a Buyer or services to CCS in respect of this Agreement, including those identified in the Order Form;</p>
KPI Target	<p>means the acceptable performance level for a KPI as set out in each KPI;</p>
Law	<p>means 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;</p>
Lifecycle	<p>means the NCSC lifecycle, as set out in more detail in the standard at: http://www.NCSC.gov.uk/servicecatalogue/service_assurance/consultancy/become_a_certified_security_consultancy/Pages/become_a_certified_security_consultancy.aspx</p> <p>(as may be amended from time to time);</p>
Loss	<p>means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Losses" shall be interpreted accordingly;</p>
Malicious Software	<p>means any software program or code intended to destroy, interfere with, intercept, 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, negligently or without knowledge of its existence;</p>
Management Charge	<p>means the sum paid by the Supplier to CCS being an amount of 1% of all Charges for the Services invoiced to Buyers (net of VAT) in each Month throughout the Term and thereafter until the expiry or earlier termination of any Call-Off Contract;</p>
Management Information	<p>means the management information specified in Management Information Requirements;</p>

Material Breach	<p>Means:</p> <p>(a) a breach by the Supplier of the following Clauses in this Agreement : Clause 8 (Subcontracting), 12 (Non-Discrimination), Clause 13 (Conflicts of interest and ethical walls), Clause 18 (Warranties and representations), Clause 19 (Provision of management information), Clause 20 (Management charge), Clause 37 (Prevention of fraud and bribery); 38 (Safeguarding against fraud), 39 (Intellectual Property Rights), 40.1 (Confidentiality) 41 (Official secrets acts) and 44 (Records and audit access) and/or</p> <p>a material breach of a Call-Off Contract;</p>
Maximum Day Rate	means the maximum rate a Supplier can charge for a Professional Working Day for any of the Roles submitted in the pricing matrix as part of the Supplier's Tender;
Mini Competition Procedure	means the mini competition procedure described as such in RM3764ii Call-Off Procedure. It is the method which any Other Contracting Body will use to tender their requirements.
Month	means a calendar month and "Monthly" shall be interpreted accordingly;
NCSC	Means the National Cyber Security Centre.
New Services	means services which a Contracting Body wishes to procure from a third party which are the same or similar to the Services;
Occasion of Tax Non – Compliance	<p>means where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Agreement or to a civil penalty for fraud or evasion;</p>
OJEU Notice	means a contract notice in the Official Journal of the European Union, seeking expressions of interest from potential providers of Services;
Order	means an order set out on an Order Form for Services placed by a Contracting Body with the Supplier in accordance with the Ordering Procedures;
Order Form	means the form set out in part 1 of SCHEDULE 3. – CALL-OFF CONTRACT to be used by a Contracting Body to order Services;
Order Personal Data	means the personal data supplied by the Buyer to the Supplier in the course of Ordering the Services for purposes of or in connection with this Call-Off Contract "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Ordering Procedures	means the ordering and award procedures specified in the RM3764ii Call-Off Procedure;

Other Contracting Bodies	means all Contracting Bodies except CCS;
Other Contracting Bodies' Personal Data	means the personal data supplied by any Other Contracting Body to the Supplier and for the purposes of or in connection with this Agreement or any Call-Off Contract. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Parent Company	means any company which is the ultimate Holding Company of the Supplier;
Party	means: a) for the purposes of the Agreement, CCS or the Supplier; b) for the purposes of the Call-Off Contract, the Supplier or the Buyer; and "Parties" shall be interpreted accordingly;
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998;
Premises	means the location(s) where the Services are to be principally performed as set out in the Order Form or in any SoW;
Processing	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement and Call-Off Contract, it shall include both manual and automatic processing. "Process" and "Processed" shall be interpreted accordingly;
Professional Working Day	means a Working Day of no fixed length and being as long as to permit all scheduled work to be completed. Usually an eight-hour day unless agreed otherwise, but it means that the Supplier will not be paid overtime if it is longer than eight hours.
Prohibited Act	means: 1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer and/or CCS a financial or other advantage to; 2. induce that person to perform improperly a relevant function or activity; or 3. reward that person for improper performance of a relevant function or activity; or 4. committing any offence: a. under the Bribery Act 2010; or b. under legislation creating offences concerning Fraud; or c. at common law concerning Fraud; or committing or attempting or conspiring to commit Fraud;
Property	means the property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract;
Regional Locations	means one of the regional locations described below: East of England (Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk and Suffolk), East Midlands (Nottinghamshire, Derbyshire, Leicestershire, Rutland, Northamptonshire and South Lincolnshire), Greater London (City of London and 32 London boroughs, of which 12 are Inner London and 20 Outer London boroughs), North East (Northumberland, County Durham, Tyne and Wear, and Teesside, which is partly in North Yorkshire), North West (Cheshire, Cumbria, Greater Manchester, Lancashire and Merseyside), South East (Berkshire, Buckinghamshire, East Sussex, Hampshire, the Isle of Wight, Kent, Oxfordshire, Surrey and West Sussex), South West (Gloucestershire, Bristol, Wiltshire, Somerset, Dorset, Devon, Cornwall and the Isles of Scilly), West Midlands (Shropshire, Staffordshire, Warwickshire, Herefordshire, Worcestershire and West Midlands), Yorkshire and the Humber (Yorkshire (South Yorkshire, West Yorkshire, the East Riding of Yorkshire including Hull, North Yorkshire (excluding Teesside) and the City of York), North Lincolnshire and North East Lincolnshire), Wales (Country part of United Kingdom, bordered by England to the east), Scotland (Country part of the United Kingdom bordered by England to the south), Northern Ireland (Country part of United Kingdom north-east of the island of Ireland)

Regulations	means the Public Contracts Regulations 2015 as amended from time to time;
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CCS or Other Contracting Body or the Supplier or its Parent Company;
Relevant Person	means any employee, agent, servant, or representative of CCS, any other public body or person employed by or on behalf of CCS, or any other public body;
Relevant Supplier	means a third party bidding to provide New Services;
Relevant Tax Authority	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Reporting Date	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Role	means one of the roles described in SCHEDULE 1 - SERVICES
Security Requirements	means those security requirements set out at Clause Standards and security which the Supplier must comply with in relation to its obligations under the Agreement and under any Call-Off Contract;
Self Audit Certificate	means the certificate in the form as set out in the Self Audit Certificate to be provided to CCS in accordance within the Self Audit document;
Services	The Cyber Security Services provided by the Supplier under a Call-Off Contract;
Service Definition	means the definition of the Supplier's Services provided as part of their tender that includes, but is not limited to, those items listed at SCHEDULE 1. - SERVICES of this Agreement;
Service Descriptions	means the description of the Supplier Services and/or roles offering as published on the NCSC website;
Service Personal Data	means the personal data supplied by the Buyer to the Supplier in the course of the use of the Services for purposes of or in connection with this Call-Off Contract "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Shortlisted Agreement Supplier	means those Suppliers which have been shortlisted by Contracting Bodies as capable of providing Services required in a Call-Off Contract pursuant to RM3764ii Call-Off Procedure.
Simplified Mini Competition Procedure	means the ordering procedure for Simplified Mini Competition process as set out in RM3764ii Call-Off Procedure;
SoW	means a statement of work as executed by the Parties, in respect of a Release; and where multiple s have been entered into by the Parties in respect of multiple Releases, then reference to shall be a reference to the which is applicable to the relevant Release;
Specific Change in Law	means a Change in Law that relates specifically to the business of CCS and which would not affect a Comparable Supply;
Standards	means those standards required of the supplier under Good Industry Practice and any other standards as set out in Clause 43 (Standards and security) or specifically required by a Buyer under a Call-Off Contract;

Statement of Requirements	means a statement issued by CCS or any Other Contracting Body detailing its Services requirements issued in accordance with the Call-Off Procedure;
Sub-Contract	means any contract or agreement (or proposed contract or agreement), other than this Agreement or a Call-Off Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Services or any part thereof; or b) facilities or goods and services necessary for the provision of the Services or any part thereof; and/or is responsible for the management direction or control of the provision of the Services (or any part of them);
Sub-Contractor	means each of the Supplier's sub-contractors or any person engaged by the Supplier in connection with the provision of the Services from time to time as may be permitted by this Agreement;
Subsidiary	has the meaning given to it in section 1159 of the Companies Act 2006;
Supplier's Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information (whether or not it is marked as "confidential");
Supplier Representative	means the representative appointed by the Supplier from time to time in relation to this Agreement;
Supplier Terms	means the terms and conditions set in the form supplied as part of the Supplier's Tender;
Supplier Software	means any software identified as such in the Order Form together with all other software which is not listed in the Order Form but which is proprietary to the Supplier or its Affiliates which is used or supplied by the Supplier (or its Sub-Contractors) in the provision of the Services;
Supplier Staff	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement or any Call-Off Contracts;
Tender	means the response submitted by the Supplier to the Invitation to Tender
Term	means the term of this Agreement as specified in Clause 15 (Term of Agreement);
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
Year	means a consecutive period of twelve (12) Months commencing on the date of this Agreement or each anniversary thereof.