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- 24.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 24.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 24.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer, 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 the Buyer under this Clause **CONFIDENTIALITY**.
- 24.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause **CONFIDENTIALITY**, the Buyer reserves the right to terminate this Contract for material Default.
- 24.9 Transparency Information is not Confidential Information.

25. **TRANSPARENCY AND FOIA**

Transparency

- 25.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement Date the Supplier shall submit to the Buyer for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Attachment 3 of the Order Form.
- 25.2 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 25.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA

- 25.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 25.5 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 25.5.1 publish the Transparency Information;
- 25.5.2 comply with any Freedom of Information Act (FOIA) request; and
- 25.5.3 comply with any Environmental Information Regulations (EIR) request.



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25.6 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

26. WAIVER

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

26.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

27. INVALIDITY

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

28. RELATIONSHIP OF THE PARTIES

28.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

29. PREVENTING FRAUD BRIBERY AND CORRUPTION

29.1 The Supplier must not during the Contract Period:

29.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor

29.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.

29.2 The Supplier must during the Contract Period:

29.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;

29.2.2 keep full records to show it has complied with its obligations under this Clause **PREVENTING FRAUD BRIBERY AND CORRUPTION** and give copies to the Buyer on request; and

29.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this



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Clause **PREVENTING FRAUD BRIBERY AND CORRUPTION**, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.

- 29.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:
- 29.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 29.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 29.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
 - 29.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.
- 29.4 If the Supplier notifies the Buyer as required by Clause The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.
- 29.5 In any notice the Supplier gives under Clause If the Supplier notifies the Buyer as required by Clause The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation. it must specify the:
- 29.5.1 Prohibited Act;
 - 29.5.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 29.5.3 action it has decided to take.

30. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 30.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:



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- 30.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 30.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

31. CORPORATE SOCIAL RESPONSIBILITY

Supplier Code of Conduct

- 31.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 31.2 The Buyer that the Supplier and its Sub-Contractors will:
 - 31.2.1 meet the standards set out in that Code;
 - 31.2.2 comply with the standards set out in this Clause **CORPORATE SOCIAL RESPONSIBILITY**; and
 - 31.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 31.3 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 31.3.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 31.3.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

- 31.4 The Supplier:
 - 31.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;



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- 31.4.2 shall not require any Supplier Personnel to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 31.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 31.4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 31.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 31.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- 31.4.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 31.4.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause The Supplier;;
- 31.4.9 shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- 31.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 31.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

- 31.5 The Supplier shall:
 - 31.5.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
 - 31.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
 - 31.5.3 ensure that all workers shall be provided with written and understandable information about their employment conditions in respect of wages before they enter



employment and about the particulars of their wages for the pay period concerned each time that they are paid;

31.5.4 not make deductions from wages:

- (a) as a disciplinary measure;
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

31.5.5 record all disciplinary measures taken against Supplier Personnel; and

31.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

31.6 The Supplier shall:

31.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;

31.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

31.6.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Personnel as a whole;

31.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.

31.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

31.8.1 this is allowed by national law;

31.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

31.8.3 appropriate safeguards are taken to protect the workers' health and safety; and



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31.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

31.9 All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Sustainability

31.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

32. ASSIGNMENT

32.1 The Supplier cannot assign this Contract without the Buyer's written consent.

32.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

33. VARIATION

33.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.

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

34. FORCE MAJEURE

34.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

34.1.1 provides a Force Majeure Notice to the other Party;

34.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

34.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

34.3 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause **FORCE MAJEURE** to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.



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- 34.4 Where a Party terminates under Clause Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.:
- 34.4.1 each party must cover its own Losses; and
- 34.4.2 Clauses Expiry or termination of this Contract will not affect; Upon termination or expiry of this Contract; The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue. and at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data. shall apply.

35. NOTICES

- 35.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 35.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

36. This Clause **FORCE MAJEURE**

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



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- 36.3 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause **FORCE MAJEURE** to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- 36.4 Where a Party terminates under Clause Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.:
- 36.4.1 each party must cover its own Losses; and
- 36.4.2 Clauses Expiry or termination of this Contract will not affect; Upon termination or expiry of this Contract; The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue. and at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data. shall apply.
- 36.5 **NOTICES** does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
37. **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS**
- 37.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract. Nothing in this Clause **Error! Not a valid bookmark self-reference.** shall exclude any liability in respect of misrepresentations made fraudulently.
- 37.2 A person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.



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38. CONFLICTS OF INTEREST

- 38.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual or potential Conflict of Interest.
- 38.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 38.3 The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

39. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 39.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.
- 39.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 39.3 If after (20) Working Days of escalation under Clause In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute. the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:.
- 39.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.4.1 determine the Dispute;
 - 39.4.2 grant interim remedies; and
 - 39.4.3 grant any other provisional or protective relief.



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SCHEDULE 1 DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event
Affiliates	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
Attachment	means an attachment to the Order Form
BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S1 (Business Continuity and Disaster Recovery) where used as indicated in the Order Form, as may be amended from time to time
Buyer	means the organisation eligible to use the Framework as specified in the Order Form
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form
Buyer Property	means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form
Buyer System	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services
Call-Off Terms	means these terms and conditions
CCS	means Crown Commercial Service, the authority to the Framework



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Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency</p>
Charges	<p>means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form</p>
Commencement Date	<p>means the date specified as such in the Order Form</p>
Commercially Sensitive Information	<p>the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss</p>
Confidential Information	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <p>(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (d) was independently developed without access to the Confidential Information</p>



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Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: a) the Order Form; and b) the Call-Off Terms
Contract Period	means the duration of this Contract as specified in the Order Form
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
Controller	has the meaning given to it in the GDPR
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Protection Officer	has the meaning given to it in the GDPR
Data Subject	has the meaning given to it in the GDPR
Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
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, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer



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Deliverables	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
Dispute	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts
DPA 2018	means the Data Protection Act 2018
EIR	the Environmental Information Regulations 2004
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Existing IPR	means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise)
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Force Majeure Event	<p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) 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 which prevent or materially delay the Affected Party from performing its obligations under this Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and



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	iii) any failure of delay caused by a lack of funds
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event
Framework	means the framework agreement reference RM6100 between the Supplier and CCS
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
Insolvency Event	means, in respect of the Supplier: <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 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 person 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 i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
Intellectual Property Rights or IPR	means: <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



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	<p>names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	<p>means any Sub-Contractor:</p> <p>a) listed as such in the Order Form;</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract.</p>
Know-How	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 other Party's possession before the Commencement Date;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Losses or Loss	means all losses, liabilities, damages, costs, fines, 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
Modern Slavery Helpline	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700
New IPR	means:



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	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR</p>
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the "Parties")
Personal Data	has the meaning given to it in the GDPR
Personal Data Breach	has the meaning given to it in the GDPR
Processing	has the meaning given to it in the GDPR and "Process" and "Processed" shall be interpreted accordingly
Processor	has the meaning given to it in the GDPR
Prohibited Acts	<p>means:</p> <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>e) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK</p>



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Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out or referred to in the Security Policy
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010
Reminder Notice	means a notice sent in accordance with Clause The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice. given by the Supplier to the Buyer providing notification that payment has not been received on time
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Restricted Country	means any country which is not: <ul style="list-style-type: none"> a) a member of the European Economic Area; b) the United Kingdom; or c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 2 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: <ul style="list-style-type: none"> a) identity of the Controller and Processor; b) subject matter of processing; c) duration of the processing; d) nature and purposes of the processing; e) type of Personal Data being Processed; f) categories of Data Subject; and



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	g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Services and/or Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form
Standards	means any standards set out or referred to in these Call-Off Terms, the Order Form and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract



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Supplier	means the entity identified as such in the Order Form
Supplier 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 the Buyer) in the performance of its obligations under this Contract
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
Transparency Information	<p>means the Transparency Reports (including information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements specified in the Framework) and the content of this Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>b) Commercially Sensitive Information</p>
Transparency Reports	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer
Worker	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994