

42.2 The Supplier must support Buyers in their efforts to work in an environmentally-friendly way, eg by helping them engage in practices like recycling or lowering their carbon footprint.

**43. Defined Terms**

In this Call-Off Contract, the following expressions and defined terms have the following interpreted meaning:

'Additional Services'	The services in addition to the G-Cloud Services which are within the scope of the Framework Agreement which the Buyer may request from time to time.
'Application'	The response submitted by the Supplier to the Invitation to Tender (ITT).
'Assurance'	The verification process undertaken by CCS as described in this Framework Agreement.
'Background IPRs'	<p>For each Party:</p> <ul style="list-style-type: none"> <li>• IPRs owned by that Party before the date of this Call-Out Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures,</li> <li>• IPRs created by the Party independently of this Call-Out Contract, and/or</li> <li>• For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under this Call-Out Contract, but excluding IPRs owned by that Party subsisting in Buyer software or Supplier software.</li> </ul>
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within this Framework Agreement and is identified in the Call-Off Order Form.
'Buyer's Confidential Information'	<p>All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>
'Buyer Data'	Data that is owned or managed by the Buyers.

<b>'Buyer Software'</b>	Software owned by or licensed to the Buyer (other than under or pursuant to this Agreement), which is or will be used by the Supplier for the purposes of providing the Services.
<b>'Call-Off Contract'</b>	<p>The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and the Supplier.</p> <p>This may include the Order Form detailing service requirements, term of Call-Off Order, start date and pricing.</p>
<b>'Charges'</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract.
<b>'PSN Code of Practice'</b>	Those obligations and requirements for PSN Service Providers wanting to participate in the PSN together with all documents annexed to it and referenced within it, as set out in the code template.
<b>'Collaboration Agreement'</b>	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives an efficient end-to-end G-Cloud Services.
<b>'Commencement Date'</b>	<p>For the purposes of the Framework Agreement, commencement date shall be as outlined in Section 1 - The Appointment within this Framework Agreement.</p> <p>For the purposes of the Call-Off Contract, commencement date shall be as set in the Order Form.</p>
<b>'Commercially Sensitive Information'</b>	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive.
<b>'Comparable Supply'</b>	The supply of services to another Buyer of the Supplier that are the same or similar to any of the Services
<b>'Confidential Information'</b>	<p>CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> <li>any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> </ul>

	<p>database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</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 whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
<b>'Invitation to Tender or ITT'</b>	The invitation to tender for this Framework.
<b>'Law'</b>	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.
<b>'Loss'</b>	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' will be interpreted accordingly.
<b>'Lot'</b>	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice.
<b>'Management Charge'</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.5% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract.
<b>'Management Information'</b>	The management information (MI) specified in section 6 (What you report to CCS) of this Framework Agreement.
<b>'Management Information (MI) Failure'</b>	<p>If any of the below instances occur, CCS may treat this as an 'MI Failure':</p> <ul style="list-style-type: none"> <li>● there are omissions or errors in the Supplier's</li> </ul>

	<p>submission</p> <ul style="list-style-type: none"> <li>• the Supplier uses the wrong template</li> <li>• the Supplier's report is late</li> <li>• the Supplier fails to submit a report</li> </ul>
<b>'Material Breach (Framework Agreement)'</b>	<p>A breach by the Supplier of the following Clauses in this Framework Agreement:</p> <ul style="list-style-type: none"> <li>• Subcontracting</li> <li>• Non-Discrimination</li> <li>• Conflicts of Interest and Ethical Walls</li> <li>• Warranties and Representations</li> <li>• Provision of Management Information</li> <li>• Management Charge</li> <li>• Prevention of Bribery and Corruption</li> <li>• Safeguarding against Fraud</li> <li>• Data Protection and Disclosure</li> <li>• Intellectual Property Rights and Indemnity</li> <li>• Confidentiality</li> <li>• Official Secrets Act</li> <li>• Audit</li> </ul>
<b>'Material Breach (Call-Off Contract)'</b>	A single serious breach of or persistent failure to perform as required in the Call-Off Contract.
<b>'OJEU Contract Notice'</b>	The advertisement for this procurement issued in the Official Journal of the European Union.
<b>'Order Form'</b>	An order set out in the Call-Off Contract for G-Cloud Services placed by a Buyer with the Supplier.
<b>'Other Contracting Bodies'</b>	All Contracting Bodies, or Buyers, except CCS.
<b>'Parent Company'</b>	Any company which is the ultimate Holding Company of the Supplier.
<b>'Party'</b>	<ul style="list-style-type: none"> <li>• for the purposes of the Framework Agreement, CCS or the Supplier</li> <li>• for the purposes of the Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly.</li> </ul>
<b>'Personal Data'</b>	As described in the Data Protection Act 1998 ( <a href="http://www.legislation.gov.uk/ukpga/1998/29/contents">http://www.legislation.gov.uk/ukpga/1998/29/contents</a> )
<b>'Prohibited Act'</b>	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:

	<ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
'PSN'	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
'Regulations'	The Public Contracts Regulations 2015 (at <a href="http://www.legislation.gov.uk/ukxi/2015/102/contents/made">http://www.legislation.gov.uk/ukxi/2015/102/contents/made</a> ) and the Public Contracts (Scotland) Regulations 2012 (at <a href="http://www.legislation.gov.uk/ssi/2012/88/made">http://www.legislation.gov.uk/ssi/2012/88/made</a> ).
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties.
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
'Self Audit Certificate'	The certificate in the form as set out in Framework Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier.
'Services'	Means G-Cloud Services and any/or Additional Services.
'Service Definition'	The definition of the Supplier's G-Cloud Services provided as part of their Tender that includes, but is not limited to, those items listed in Section 2 (G-Cloud Services) of this Framework Agreement.
'Service Description'	The description of the Supplier service offering as published on the Digital Marketplace.
'Standstill Period'	The term Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance

	by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Supplier(s). Unsuccessful Applicants can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Applicants on the steps they should take. Applicants should always seek independent legal advice, where appropriate.
<b>'Specific Change in Law'</b>	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply.
<b>'Subcontractor'</b>	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by this Framework Agreement.
<b>'Supplier'</b>	A Supplier of G-Cloud Services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Contract Notice).
<b>'Supplier Background IPRs'</b>	Background IPRs of the Supplier.
<b>'Supplier Insolvency Event'</b>	Means the Supplier is unable to pay debts in Section 268 of Insolvency Act 1986.
<b>'Supplier Staff'</b>	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts.
<b>'Supplier Terms'</b>	means the terms and conditions pertaining to the G-Cloud Services and as set out in the Terms and Conditions document supplied as part of the Supplier's Tender.
<b>'Tender'</b>	The response submitted by the Supplier to the Invitation to Tender.
<b>'Working Day'</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales , from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract.

**Annex A - Schedule 3 Deed of guarantee**  
Not used.

**Annex B - Alternative Clauses**  
Not used.