

RM 6071 PRINT MARKETPLACE
FRAMEWORK CONTRACT FOR THE PROVISION OF SERVICES

Note to bidders: areas in blue are for completion by CCS and the successful bidder, as applicable, prior to signature of the Framework Contract.

CCS	The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service. Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
The Supplier	Name: [Redacted] Address: Registration number: SID4GOV ID:
Date	[Insert date when signed by both parties, CCS should be the last party to sign.]
Type of Services	The provision, hosting and management of a digital platform offering public sector buyers access to suppliers of print services.

This Framework Contract is made on the date set out above subject to the terms set out in the schedules and appendix listed below (“**Schedules**”). CCS and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Framework Contract unless otherwise defined.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule
Schedule 7	Ordering Procedure
Schedule 8	Variation Form
Schedule 9	Management Charges and Information

Schedule 10	Financial Difficulties
Schedule 11	Self-Audit Certificate
Schedule 12	Guarantee
Schedule 13	Rectification Plan
Schedule 14	Supply Chain Visibility
Schedule 15	Part A: Framework Implementation Part B: Testing Part C: Framework Services
Schedule 16	Registration and Management of Print Suppliers
Schedule 17	Staff Transfer
Appendix A	Call-off Terms and Conditions for the Provision of Services

Signed by the authorised representative of CCS

Name:	Signature:
Position:		

Signed by the authorised representative of THE SUPPLIER

Name:	[Redacted]	Signature	[Redacted]
Position:	[Redacted]		

Schedule 1

Key Provisions

1 Application of the Key Provisions

1.1 The Key Provisions in this Schedule 1 shall apply to this Framework Contract.

2 Term

2.1 The Term of this Framework Contract shall be four (4) years from the Commencement Date.

3 Contract Managers

3.1 The Contract Managers at the commencement of this Framework Contract are:

3.1.1 for CCS:

[Redacted]

3.1.2 for the Supplier:

[Redacted]

4 Names and addresses for notices

4.1 Notices served under this Framework Contract are to be delivered to:

4.1.1 for CCS:

[

[Redacted]

Address: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP

4.1.2 for the Supplier:

[

[Redacted]

5 Marketing Contact

5.1 The Marketing Contact for the Supplier is:

[Redacted]

Guidance: This Clause sets out the name of the Supplier's Marketing Contact, the person

responsible for the marketing obligations of the Supplier under the Framework Contract.

6 Order of precedence

6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Framework Contract the order of priority for construction purposes shall be:

- 6.1.1 the provisions on the front page of this Framework Contract for the Provision of Services;
- 6.1.2 Schedule 1: Key Provisions;
- 6.1.3 Schedule 4: Definitions and Interpretations;
- 6.1.4 Schedule 3: Information Governance Provisions;
- 6.1.5 the following schedules in equal order of precedence:
 - (i) Schedule 5: Specification and Tender Response Document (but only in respect of CCS' requirements);
 - (ii) Schedule 6: Commercial Schedule;
 - (iii) Schedule 15: Framework Implementation, Testing and Framework Services
 - (iv) Schedule 7: Ordering Procedure;
 - (v) Schedule 8: Variation Form;
 - (vi) Schedule 9: Management Charges and Information;
 - (vii) Schedule 10: Financial Difficulties;
 - (viii) Schedule 11: Self Audit Certificate
 - (ix) Schedule 12: Guarantee
 - (x) Schedule 13: Rectification Plan
 - (xi) Schedule 14: Supply Chain Visibility;
- 6.1.6 Schedule 2: General Terms and Conditions;
- 6.1.7 the order in which all subsequent schedules, if any, appear;
- 6.1.8 Schedule 5: Specification and Tender Response Document (other than in respect of CCS' requirements) as long as any part of the Tender Response Document that offers a better commercial position for CCS or any Buyer (as decided by CCS) takes precedence over the documents above; and
- 6.1.9 any other documentation forming part of the Framework Contract in the date order in which such documentation was created with the more recent

documentation taking precedence over older documentation to the extent only of any conflict.

6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, CCS' requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) CCS' requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Buyers

7.1 The Contracting Authorities identified in the Contract Notice in the Official Journal of the European Union reference 2020/S 027-063410 OJEU Contract Notice).

For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Orders and shall be deemed Buyers for the purposes of this Framework Contract.

8 Management Charge

8.1 The Supplier will pay to CCS, excluding VAT, one percent (1)% of the total Print Services Charge ("**Management Charge**") invoiced to Buyers under all Contracts in accordance with Schedule 9 (Management Charges and Information).

9 Performance Indicators

9.1 The Supplier's performance will be measured by the following Performance Indicators ("PI"):

Performance Indicator (PI)	PI Target	Measured By
1.0 Print Marketplace		
1.1 Availability:- Print Marketplace availability	99%	Evidenced by the Supplier via system availability report
1.2 Provision of Quotes:- Pricing At least 80% of the print requirements are met by the provision of instant pricing via Print Marketplace, and no more than 20% of print requirements are met by the request for quotes	95%	Report on pricing for print requirements to be provided by the Supplier; and subject to review as part of the Framework Contract management process and audit reviews conducted by CCS.
2.0 Management of the Supply Chain		
2.1 Request for Print Supplier registrations acknowledged within two (2) Working Days	Year 1 90% Year 2 onwards 95%	Report on Print Supplier registrations to be provided by the Supplier; and subject to review as

2.2 Print Supplier assessment completed and Print Suppliers informed of the outcome within ten (10) days of acknowledgement	Year 1 80% Year 2 90%	part of the Framework Contract management and audit reviews conducted by CCS.
2.3 Prompt payment by the Supplier to Print Suppliers for undisputed invoices as follows: (i) Within a maximum of 30 days from receipt of the relevant Print Supplier's invoice where the relevant Order is to be paid for by the Buyer pursuant to an invoice issued by the Supplier.	100%	Report on prompt payment adherence to be provided by the Supplier; to be reviewed as part of the Framework Contract management process and audit reviews conducted by CCS.
(ii) Within a maximum of 7 days from receipt by the Supplier of payment from the relevant Contracting Authority where such payment has been made using a Purchase Card.	95%	
2.4 Less than 10 percent of orders placed within the Supplier's own production capability	99%	Report to be provided monthly by the Supplier of value of business placed within own production capacity compared to spend with all Print Suppliers
3.0 Customer satisfaction		
3.1 Goods provided under all Contracts to be to the satisfaction of Buyers	95%	Confirmation by the Supplier substantiated by evidence of feedback from Buyers. Lack of complaints from Buyers will be taken into account as well as positive feedback.
3.2 Complaints / issues Handling All Complaints shall be logged and acknowledged within twenty-four (24) hours of receipt	99%	To be evidenced from reports from the Supplier as part of the suite of Management Information reports, the frequency and format TBC
3.3 Resolution of complaints within ten (10) Working Days from receipt by the Supplier of the original complaint	95%	
3.4 The Supplier shall replace any returned or faulty Goods with items of the same price and same or higher quality within ten (10) Working Days from the date the complaint is made	95%	

4.0 Operational efficiency and savings		
4.1 The Supplier to deliver against the Continuous Improvement Plan to derive and evidence cost savings over the Term	TBC	TBC
5.0 Framework Contract promotion		
5.1 Successful promotion of the Framework Contract to both Print Suppliers, and Buyers	TBC	Measures and spend target to be agreed with the Supplier during implementation
5.2 Level of Spend through Print Marketplace [target to be agreed]		
6.0 Delivering Social Value		
6.1 More than 33% Print Suppliers are SMEs	99%	To be evidenced from reports from the Supplier as part of the suite of Management Information reports the frequency and format TBC .
6.2 The Supplier to deliver against the Apprenticeship/Skills Development target of 3-5%	99%	
7.0 Framework Management		
7.1 MI Returns to CCS by 5 th Working Day of each month Management Charge: all undisputed invoices to be paid within 30 Working Days of receipt of an undisputed invoice	100%	Evidenced via CCS upload to CCS data submission service
7.2 Supplier annual Self Audit Certificate to be issued to CCS in accordance with Clause 23.8	100%	Confirmation of receipt and time of receipt by CCS
7.3 Actions identified in any audit report to be delivered by the dates set out in such audit report	100 %	Confirmation by CCS of completion of the actions by the dates identified in the relevant audit report

10 Implementation of the Framework

- 10.1 The Parties shall comply with the provisions of Schedule 15 (Framework Implementation, Testing and Framework Services)

11 Contract fulfilment obligations

- 11.1 The Supplier must Sub-contract to Print Suppliers no less than ninety percent (90%) of the total Print Services ordered by Buyers in any Contract Year.

12 Quality assurance standards

- 12.1 The quality assurance standards specified in Schedule 5 (Specification and Tender Response Document shall apply, as appropriate, to the provision of the Services.

13 NOT USED

14 Guarantee

- 14.1 Promptly following the execution of this Framework Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to CCS, deliver the executed deed of guarantee to CCS if required by the procurement process followed by CCS. Failure to comply with this Key Provision, if applicable, shall be an irremediable breach of this Framework Contract.

15 Key Sub-contractors

- 15.1 The Key Sub-contractors (which does not include Print Suppliers), are:

Name (Registered name if registered)	Registration number (if registered)	Role of Sub-contractor
[Redacted]	[Redacted]	[Redacted]

16 Commercially Sensitive Information

- 16.1 Without prejudice to CCS' obligation to disclose Information in accordance with FOIA or Clause 10 to 12 (inclusive) of Schedule 3, CCS will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
[Redacted]	[Redacted]	[Redacted]	[Redacted]

17 Cyber Essentials

- 17.1 The Supplier shall provide a Cyber Essentials Scheme Plus Certificate in accordance with the provisions of Clauses 21 to 26 of Schedule 3.

18 Print Suppliers

- 18.1 Without prejudice to the Supplier's obligations in this Framework Contract regarding Sub-contracts, the Supplier shall comply with Schedule 5 (Specification and Tender Response Document) and Schedule 16 (Registration and Management of Print Suppliers) in respect of all Print Suppliers. The Parties agree that although the Print Suppliers are Sub-contractors, Print Suppliers are not considered Key-Subcontractors for the purposes of this Framework Contract.

19 No acceptance of direct requests

- 19.1 During the Term, the Supplier shall not, and shall ensure that any Print Supplier shall not, fulfil any direct orders or requests from Buyers for items the same as or similar to the items available from Print Marketplace where such order or request is not made through Print Marketplace.

Schedule 2

General Terms and Conditions

Contents

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11. Corporate and Social Responsibility
12. Statutory compliance
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25. Equality, diversity and human rights
26. Health and safety
27. Environment
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30. Reporting a breach of the Framework Contract
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32. Assignment, novation and subcontracting
- 33.. General

1 Supplier's appointment

- 1.1 CCS appoints the Supplier as the provider of the Services.
- 1.2 In consideration of CCS agreeing to appoint the Supplier to this Framework Contract in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Contract, the Supplier undertakes to provide:
 - 1.2.1 the Framework Services in accordance with this Framework Contract; and
 - 1.2.2 the Print Services under Orders placed with the Supplier.
- 1.3 The Supplier agrees that the Call-Off Terms and Conditions for the Provision of Services shall apply to all Services provided by the Supplier to a Buyer pursuant to this Framework Contract. The Supplier agrees that it will not in its dealings with a Buyer seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Contract.
- 1.4 The Supplier shall comply fully with its obligations set out in this Framework Contract, the Specification and Tender Response Document, the Call-off Terms and Conditions for the Provision of Services and any other provisions of Contracts entered into under and in accordance with this Framework Contract (to include, without limitation, the PIs).

2 CCS commitments

- 2.1 Unless otherwise set out in the Commercial Schedule, the Supplier acknowledges that:
 - 2.1.1 there is no obligation on CCS or on any other Buyer to purchase any Services from the Supplier during the Term;
 - 2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by CCS and/or any other Buyer in respect of the total volumes or value of the Services to be ordered by them pursuant to this Framework Contract and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such undertaking, statement, promise or representation;
 - 2.1.3 in entering this Framework Contract, no form of exclusivity has been granted by CCS and/or other Buyer; and
 - 2.1.4 CCS and/or other Buyers 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 Ordering procedure

- 3.1 Any Buyer may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

4 Reasonable assistance

- 4.1 Upon the request of any Buyer, the Supplier shall provide such Buyer with any reasonable and proportionate information that it holds about the Print Services it supplies under this

Framework Contract including, without limitation, alongside other related services, to enable the Buyer to complete any necessary due diligence before purchasing such Print Services, or any connected or replacement services.

5 Supplier Performance

5.1 The Supplier shall perform the Services and all Contracts entered into under this Framework Contract by CCS or by any other Buyer in accordance with:

- 5.1.1 the requirements of this Framework Contract;
- 5.1.2 the provisions of the respective Contracts; and
- 5.1.3 reasonably skill and care, all applicable Law and Good Industry Practice.

6 Business continuity

6.1 Throughout the Term, the Supplier will ensure its BCDR Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such BCDR Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

- 6.1.1 the criticality of this Framework Contract to CCS and the Buyers; and
- 6.1.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event. The BCDR Plan shall be established and maintained in accordance with the principles and operation of ISO22301 and any applicable new, emergent or updated standards.

6.2 The Supplier shall provide its BCDR Plan to CCS within thirty (30) days of the date referred to in the Implementation Plan as "go live date" or similar. The Supplier shall test its BCDR Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Contract to Buyers and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to CCS, at CCS' written request reasonable and proportionate documentary evidence that the Supplier tests its BCDR Plan in accordance with the requirements of this Clause 6.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to CCS a copy of any updated or revised BCDR Plan within fourteen (14) Business Days of any material update or revision to the BCDR Plan.

6.3 CCS may suggest reasonable and proportionate amendments to the Supplier regarding the BCDR Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by CCS to be relevant and appropriate, the Supplier will incorporate into the BCDR Plan all such suggestions made by CCS in respect of such BCDR Plan. Should the Supplier not incorporate any suggestion made by CCS into such BCDR Plan it will explain the reasons for not doing so to CCS.

6.4 Should a Business Continuity Event occur at any time, the Supplier shall notify CCS and any affected Buyer within four (4) hours of such Business Continuity Event and implement and comply with its BCDR Plan, and provide regular written reports to CCS on such implementation.

- 6.5 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Framework Contract.

7 CCS' obligations

- 7.1 CCS shall provide reasonable cooperation to the Supplier and shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the Supplier complying with its obligations under this Framework Contract.
- 7.2 CCS shall comply with CCS' Obligations, if any.

8 Contract management

How CCS and the Supplier will work together

- 8.1 The successful delivery of this Framework Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the execution of this Framework Contract and maintaining this relationship throughout the Term.
- 8.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information provided in accordance with Schedule 9 (Management Charges and Information) and the sharing of information between the Supplier and CCS.
- 8.3 This Clause 8 of Schedule 2 outlines the general structures and management activities that the Parties shall follow during the Term.

Framework Contract Management Structure

- 8.4 The Supplier shall provide a Contract Manager who will take overall responsibility for delivering the Goods and/or Services required within this Framework Contract, as well as a suitably qualified deputy to act in their absence.
- 8.5 The Supplier shall put in place a structure to manage this Framework Contract in accordance with Schedule 5 (Specification and Tender Response Document) and the Performance Indicators.
- 8.6 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Commencement Date.
- 8.7 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
- 8.7.1 D&B risk failure score monitoring;
 - 8.7.2 regular evidence that the Required Insurances and, if applicable, Additional Insurances have been renewed and maintained;
 - 8.7.3 invoice payment performance; and
 - 8.7.4 verification of required accreditations & certifications.

Supplier Review Meetings

- 8.8 Regular performance review meetings will take place at CCS' premises (or at a location to be agreed by the Parties and may take place by telephone) throughout the Term ("**Supplier Review Meetings**") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
- 8.9 The Supplier Review Meetings will review the Supplier's performance under this Framework Contract. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
- 8.10 The Supplier Review Meetings shall be attended, as a minimum, by CCS' Contract Manager and the Supplier's Contract Manager.

How the Supplier's Performance will be measured

- 8.11 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.
- 8.12 CCS reserves the right to adjust, introduce new, or remove PIs throughout the Term, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
- 8.13 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

- 8.14 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Framework Contract. This shall include the following (but this list is not exhaustive and may be developed during the Term):
- 8.14.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
 - 8.14.2 developing additional PIs to ensure that this Framework Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 8.15 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in Clause 9 of Schedule 1 (Key Provisions).
- 8.16 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Clause 8 of Schedule 2.

What to do if CCS and the Supplier cannot agree about the performance

- 8.17 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS' Contract Manager and the Supplier's Contract Manager in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 8.18 In cases where CCS' Contract Manager and the Supplier's Contract Manager fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

Marketing

- 8.19 The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Framework Contract.
- 8.20 The Supplier shall:
- 8.20.1 comply with the Specification and Tender Response Document in respect of its obligations concerning the marketing and promotion of the Print Services; and
 - 8.20.2 develop and manage a robust marketing strategy to promote the Print Marketplace to both Buyers and Print Suppliers.

How the Supplier must contribute to CCS' publications

- 8.21 The Supplier shall supply current information relating to the Services it offers for inclusion in CCS' marketing materials when required by CCS from time to time.
- 8.22 Such information shall be provided in such form and at such time as CCS may request.
- 8.23 Failure to comply with the provisions of Clauses 8.21 and 8.22 of Schedule 2 may result in the Supplier's exclusion from the use of such marketing materials.

What the Supplier can say in its own publications

- 8.24 The Supplier shall ensure that all marketing materials produced by the Supplier in relation to this Framework Contract:
- 8.24.1 shall at all times comply with CCS' branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> ; and
 - 8.24.2 are periodically updated and revised to ensure ongoing compliance.
- 8.25 The Supplier shall regularly review the content of any information which appears on its website and which relates to the Framework Contract and each Contract and ensure that such information is up to date at all times.
- 8.26 Save in relation to publication on Print Marketplace which shall be governed by Schedule 15, Part C (Framework Services), the Supplier shall obtain all appropriate approvals from CCS prior to publishing any content in relation to the Framework Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is

regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

9 Price and payment

- 9.1 The Supplier Fee applicable to all Contracts shall be calculated as set out in the Commercial Schedule and the payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions for the Provision of Services. The Print Supplier Charge applicable to the Goods and Services offered by each Print Supplier shall be set by the relevant Print Supplier.
- 9.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Schedule 9 (Management Charges and Information).
- 9.3 A Supplier invoice is not valid if it includes any Management Charge (the Supplier must not charge any Buyer in any way for the Management Charge).
- 9.4 Where any payments are to be made under this Framework Contract by either Party in addition to any payments to be made by Buyers under any Contracts, the details of such payments and the invoicing arrangements shall be set out in the Commercial Schedule.
- 9.5 Where CCS is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Framework Contract, CCS may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.6 Subject to Clause 9.7, the Supplier must ensure that all Sub-contractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the relevant Buyer can publish the details of the late payment or non-payment.
- 9.7 Where a Buyer pays the Supplier for Print Services using a payment card, the Supplier shall use all reasonable endeavours to pay any Print Supplier who has carried out the work in respect of which such payment was made, within seven (7) days of receiving such payment from the Buyer.
- 9.8 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

- 10.1 The Supplier warrants and undertakes that:
 - 10.1.1 it will comply with the terms of all Contracts entered into by Buyers under this Framework Contract;
 - 10.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework Contract, any Contracts, the provision of the Services, any complaints and any Disputes at the frequency, in

the timeframes and in the format as requested by CCS from time to time (acting reasonably);

- 10.1.3 all information included within the Supplier's responses to any documents issued by CCS as part of the procurement relating to the award of this Framework Contract (to include, without limitation, as referred to in the Specification Document and Commercial Schedule) and all accompanying materials is accurate;
 - 10.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Contract;
 - 10.1.5 it has the right and authority to enter into this Framework Contract and that it has the capability and capacity to fulfil its obligations under this Framework Contract;
 - 10.1.6 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Framework Contract and the documents referred to in this Framework Contract;
 - 10.1.7 all necessary actions to authorise the execution of and performance of its obligations under this Framework Contract have been taken before such execution;
 - 10.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
 - 10.1.9 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Framework Contract;
 - 10.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Framework Contract; and
 - 10.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Contract and has gathered all information necessary to perform its obligations under this Framework Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by CCS as set out in the Specification and Tender Response Document shall be submitted to CCS in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 The Supplier warrants and undertakes to CCS that, as at the Commencement Date, it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 10.3.1 notify CCS in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.3.2 promptly provide to CCS:

- (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (ii) such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonably require.

10.4 The Supplier further warrants and undertakes to CCS that it will inform CCS in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.5 Any warranties provided under this Framework Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Corporate and Social Responsibility

11.1 Without prejudice to Clause 25, the Supplier must use reasonable endeavours to comply with the provisions of Clause 11 of Schedule 2.

What CCS expects from its Suppliers

11.2 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

11.3 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Clause 11 of Schedule 2.

Equality and Accessibility

11.4 In addition to legal obligations, the Supplier shall support CCS in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Framework Contract and each Contract in a way that seeks to:

- 11.4.1 eliminate discrimination, harassment or victimisation of any kind; and
- 11.4.2 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

11.5 The Supplier:

- 11.5.1 shall not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour;
- 11.5.2 shall not require any Staff to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- 11.5.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

- 11.5.4 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 offences anywhere around the world;
- 11.5.5 shall make reasonable enquires to ensure that its Staff have not been convicted of slavery or human trafficking offences anywhere around the world;
- 11.5.6 shall have and maintain throughout the term of this Framework Contract and each Contract 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;
- 11.5.7 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 Framework Contract or any Contract;
- 11.5.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 11.5 of Schedule 2;
- 11.5.9 shall not use, nor allow its Staff 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 Staff;
- 11.5.10 shall not use or allow child or slave labour to be used by its Sub-contractors; and
- 11.5.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to CCS, the relevant Buyer and Modern Slavery Helpline.

Income Security

- 11.6 The Supplier shall, in relation to Staff who are employees of the Supplier:
 - 11.6.1 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;
 - 11.6.2 ensure that all Staff are provided with written and understandable Information about their employment conditions in respect of wages before they accept an appointment as a member of Staff;
 - 11.6.3 provide all workers 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;
 - 11.6.4 not make deductions from wages:
 - (i) as a disciplinary measure
 - (ii) except where permitted by law; or
 - (iii) without expressed permission of the worker concerned;

- 11.6.5 record all disciplinary measures taken against Staff; and
- 11.6.6 ensure that Staff are engaged under a recognised employment relationship established through national law and practice.

Working Hours

- 11.7 The Supplier shall, in relation to Staff who are employees of the Supplier:
 - 11.7.1 ensure that the working hours of Staff comply with national laws, and any collective agreements;
 - 11.7.2 that the working hours of Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 11.7.3 ensure that use of overtime is used responsibly, taking into account:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;by individuals and by Staff as a whole.
- 11.8 The total hours worked by Staff who are employed by the Supplier in any seven day period shall not exceed 60 hours, except where covered by Clause 11.9 of Schedule 2 below.
- 11.9 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 11.9.1 this is allowed by national law;
 - 11.9.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 11.9.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 11.9.4 the Supplier can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 11.10 All Staff who are employees of the Supplier 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

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

12 Statutory compliance

- 12.1 The Supplier shall comply with all Law and Guidance relevant to its obligations under this Framework Contract and any Contracts.
- 12.2 Without limitation to Clause 12.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Contract and any Contracts.

13 Independence of Buyers

- 13.1 The Supplier acknowledges that each Buyer is independently responsible for the conduct of its award of Contracts under this Framework Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
 - 13.1.1 the conduct of Buyers other than CCS in relation to the operation of this Framework Contract; or
 - 13.1.2 the performance or non-performance of any Buyers other than CCS under any Contracts between the Supplier and such other Buyers entered into under this Framework Contract.

14 Limitation of liability

- 14.1 Nothing in this Framework Contract shall exclude or restrict the liability of either Party:
 - 14.1.1 for death or personal injury resulting from its negligence or that of its employees, agents or Sub-contractors;
 - 14.1.2 for fraud or fraudulent misrepresentation by it or its employees;
 - 14.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;
 - 14.1.4 to pay the required Management Charge or Default Management Charge;
 - 14.1.5 to make any payments agreed in accordance with Clause 9.4 of this Schedule 2; or
 - 14.1.6 pursuant to any indemnity given by the Supplier in this Framework Contract.
- 14.2 Subject to Clause 14.1, 14.2 and 14.4 of this Schedule 2, the total liability of each Party to the other under or in connection with this Framework Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred thousand GBP (£100,000). There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Framework Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

- 14.3 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Framework Contract.
- 14.4 The liability of the Supplier and any Buyers under any Contracts entered into pursuant to this Framework Contract shall be as set out in the Call-off Terms and Conditions for the Provision of Services forming part of such Contracts.

15 Insurance

The insurance the Supplier must have

- 15.1 Unless otherwise confirmed in writing by CCS, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of each of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with CCS in writing ("**Insurances**").
- 15.2 The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 15.3 The Insurances shall be:
- 15.3.1 maintained in accordance with Good Industry Practice;
 - 15.3.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 15.3.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 15.3.4 maintained for at least six (6) years after the earlier of the expiry or termination of this Framework Contract.
- 15.4 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which CCS shall be indemnified in respect of claims made against CCS 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.

How to manage the insurance

- 15.5 Without limiting the other provisions of this Framework Contract, the Supplier shall:
- 15.5.1 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;
 - 15.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

- 15.5.3 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.

What happens if the Supplier is not insured

- 15.6 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 entitle any insurer to refuse to pay any claim under any of the Insurances.
- 15.7 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, CCS may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

Evidence of insurance the Supplier must provide

- 15.8 The Supplier shall upon the Framework Commencement Date and within fifteen (15) Business Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to CCS, that the Insurances are in force and effect and meet in full the requirements of this Clause 15 of Schedule 2.

Making sure the Supplier is insured to the required amount

- 15.9 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Framework Contract and if any claims are made which do not relate to this Framework Contract then the Supplier shall notify CCS and provide details of its proposed solution for maintaining the minimum limit of indemnity.

Cancelled Insurance

- 15.10 The Supplier shall notify CCS in writing at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 15.11 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify CCS (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

Insurance claims

- 15.12 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services, this Framework Contract or each Contract for which it may be entitled to claim under any of the Insurances. In the event that CCS receives a claim relating to or arising out of this Framework Contract or the Services, the Supplier shall co-operate with CCS and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 15.13 Except where CCS is the claimant party, the Supplier shall give CCS notice within twenty (20) Business Days after any insurance claim in excess of 10% of the sum required to be

insured pursuant to this Clause 15 of Schedule 2 relating to or arising out of the provision of the Services or this Framework Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by CCS) full details of the incident giving rise to the claim.

- 15.14 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 15.15 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 any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Contract or otherwise.

16 Term and termination

- 16.1 This Framework Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Framework Contract or the general law, shall continue until the end of the Term.
- 16.2 CCS has the right to terminate this Framework Contract at any time without reason or liability by giving the Supplier at least thirty (30) days' notice and if the Framework Contract is so terminated Clause 17.3.2 to 17.3.7 of Schedule 2 applies.
- 16.3 If any of the following events happen, CCS has the right to immediately terminate this Framework Contract by issuing a Termination Notice to the Supplier:
 - 16.3.1 there is a Supplier Insolvency Event;
 - 16.3.2 there is a Default that is not corrected in line with an accepted Rectification Plan;
 - 16.3.3 CCS rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
 - 16.3.4 there is any material Default of the Framework Contract;
 - 16.3.5 there is any material Default of any Joint Controller Agreement;
 - 16.3.6 there is a Default of Clauses 10.1.3 of Schedule 2, Clause 24 of Schedule 2, Clause 29 of Schedule 2, Clauses 13 to 20 (inclusive) of Schedule 3 or Clauses 21 to 26 (inclusive) of Schedule 3 (where applicable) relating to this Framework Contract or any Contract;
 - 16.3.7 there is a consistent repeated failure to meet the Performance Indicators in Clause 9 of Schedule 1;
 - 16.3.8 there is a Change of Control of the Supplier which is not pre-approved by CCS in writing;
 - 16.3.9 there is a variation to the Framework Contract which cannot be agreed using Clause 18 of Schedule 2 or resolved using Clause 20 of Schedule 2;

- 16.3.10 if CCS discovers that the Supplier was in one of the situations in Regulations 57(1) or 57(2) of the Public Contracts Regulations 2015 at the time the Framework Contract was awarded;
 - 16.3.11 the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Framework Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Public Contracts Regulations 2015; or
 - 16.3.12 the Supplier or any of its Affiliates embarrass or bring CCS into disrepute or diminish the public trust in them.
- 16.4 CCS may terminate this Framework Contract if a Buyer terminates a Contract for any of the reasons listed in Clause 16.3 of Schedule 2.
- 16.5 If there is a Default, CCS can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 16.6 When CCS receives a requested Rectification Plan it can either:
- 16.6.1 reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - 16.6.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 16.7 Where the Rectification Plan or revised Rectification Plan is rejected, CCS:
- 16.7.1 must give reasonable grounds for its decision; and
 - 16.7.2 may request that the Supplier provides a revised Rectification Plan within 5 Business Days.
- 16.8 If any of the events in Regulation 73 (1) (a) to (c) of the Public Contracts Regulations 2015 happen, CCS has the right to immediately terminate the Framework Contract and Clause 17.3.2 to 17.3.7 of Schedule 2 applies.

17 Consequences of expiry or early termination of this Framework Contract

- 17.1 The Supplier shall comply with any provisions of any exit plan provided in accordance with Schedule 5 (Specification and Tender Response Document).
- 17.2 Prior to the expiry of this Framework Contract upon request by CCS acting reasonably, the Supplier shall provide to CCS and/or any potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as CCS shall reasonably require in order to facilitate the preparation by CCS of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence and such information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for the replacement Services and not be disadvantaged in any procurement process compared to the Supplier
- 17.3 Where CCS terminates the Framework Contract under Clause 16.3 of Schedule 2 all of the following apply:

- 17.3.1 the Supplier is responsible for CCS' reasonable costs of procuring Replacement Services for the rest of the Term;
- 17.3.2 CCS' payment obligations under the terminated Framework Contract stop immediately;
- 17.3.3 accumulated rights of the Parties are not affected;
- 17.3.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- 17.3.5 the Supplier must promptly return any of CCS' property provided under the terminated Framework Contract;
- 17.3.6 the Supplier must, at no cost to CCS or to any Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) and such cooperation shall include provision of the information referred to in Clause 17.2; and
- 17.3.7 the following Clauses of Schedule 2 survive the termination of each Contract: 14, 20, 23, 33.4, 33.9, all of Schedule 3 and any Clauses and Schedules which are expressly or by implication intended to continue.

When Sub-contracts can be ended

- 17.4 At CCS' request, the Supplier must terminate any Sub-contracts in any of the following events:
 - 17.4.1 there is a Change of Control of a Sub-contractor (which is not a Print Supplier) which is not pre-approved by CCS in writing;
 - 17.4.2 the acts or omissions of the Sub-contractor have caused or materially contributed to a right of termination under Clause 16.3 of Schedule 2; or
 - 17.4.3 a Sub-contractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in CCS.

Partially ending and suspending this Framework Contract

- 17.5 Where CCS has the right to terminate this Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Contracts that have already been signed.
- 17.6 Where CCS has the right to terminate this Framework Contract it is entitled to terminate all or any part of it.
- 17.7 CCS can only partially terminate or suspend this Framework Contract if the remaining parts of this Framework Contract can still be used to effectively deliver the intended purpose.
- 17.8 The Parties must agree any necessary variation required by Clause 17.6 of Schedule 2 using the Variation Procedure, but the Supplier may not either:
 - 17.8.1 reject the variation; or

17.8.2 increase the Supplier Fee, except where the right to partial termination is under Clause 16.2 of Schedule 2.

18 Intellectual Property Rights

- 18.1 Nothing in this Framework Contract is intended to, or shall have the effect of, transferring ownership of any Existing IPR.
- 18.2 Any New IPR created under the Framework Services is owned by the Supplier, with the exception of any New IPR which is Government Data which shall be owned by CCS. The Supplier hereby assigns to CCS, by way of present and future assignment, any right, title and interest that the Supplier would otherwise hold in and to the Government Data.
- 18.3 Any New IPR created under a Contract is owned by the Buyer. The Supplier hereby assigns to the relevant Buyer, by way of present and future assignment, any right, title and interest that the Supplier would otherwise hold in and to such New IPR.
- 18.4 The Supplier hereby grants to CCS and the Buyers a non-exclusive, non-transferable (except in compliance with Clause 32 of this Schedule 2 in the case of CCS) royalty-free, irrevocable right to access and use, and to permit Authorised Users to access and use, Print Marketplace and any associated technical or other documentation and information supplied or made accessible to CCS and the Buyers in any media, during the Term in accordance with this Framework Contract.
- 18.5 CCS hereby grants the Supplier a licence to use any Existing IPRs and New IPRs solely for the purpose of fulfilling its obligations during the Term.
- 18.6 Where a Party acquires ownership of IPRs incorrectly under this Framework Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 18.7 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in this Framework Contract or otherwise agreed in writing.
- 18.8 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 18.9 If an IPR Claim is made or anticipated the Supplier must at its own expense and, as relevant, CCS' or the Buyer's sole option, either:
- 18.9.1 obtain for CCS and the Buyer the rights in Clauses 18.1 and 18.4 without infringing any third party IPR
 - 18.9.2 replace or modify the relevant item with substitutes which do not infringe IPR without adversely affecting the functionality or receipt of the Services.

19 Change management

- 19.1 Either Party can request a variation to this Framework Contract. A variation shall only be effective if agreed by both Parties and a completed Variation Form is signed by the authorised signatory of each Party. CCS is under no obligation to agree to a variation proposed by the Supplier.
- 19.2 The Supplier must provide an Impact Assessment either:
- 19.2.1 with the Variation Form, where the Supplier requests the variation; or
 - 19.2.2 within the time limits included in a Variation Form requested by CCS.
- 19.3 If the variation to this Framework Contract cannot be agreed or resolved by the Parties, CCS can either:
- 19.3.1 agree that the Framework Contract continues without the variation;
 - 19.3.2 terminate the Framework Contract; or
 - 19.3.3 refer the Dispute to be resolved using Clause 20 (Dispute Resolution).
- 19.4 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Supplier Fee.
- 19.5 If there is a Specific Change in Law or one is likely to happen during the Term the Supplier must give CCS notice of the likely effects of the changes as soon as reasonably practical. The Supplier must also notify CCS if it believes any variation is needed either to the Services, Supplier Fee or a Contract and provide evidence:
- 19.5.1 that the Supplier has kept costs as low as possible, including in Sub-contractor costs; and
 - 19.5.2 of how it has affected the Supplier's costs.
- 19.6 Any change in the Supplier Fee or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 19.1 to 19.3 of Schedule 2.

20 Continuous improvement

- 20.1 The Supplier shall, throughout the Term, identify new or potential improvements to the provision of the Services with a view to improving the quality and efficiency of the Services.
- 20.2 The Supplier must adopt a policy of continuous improvement in relation to the Services taking into account feedback from Buyers which the Supplier must seek in accordance with Schedule 5 (Specification and Tender Response Document).
- 20.3 In addition to Clause 20.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of the Services (without adversely affecting the performance of any Contract) during that Contract Year ("**Continuous Improvement Plan**") for CCS' Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 20.3.1 identifying the emergence of relevant new and evolving technologies;

- 20.3.2 changes in business processes of the Supplier or the Buyers and ways of working that would provide cost savings and/or enhanced benefits to Buyers (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 20.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 20.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist Buyers in meeting their sustainability objectives.
- 20.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to CCS for Approval within one hundred (100) Business Days of the first Order.
- 20.5 CCS shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Business Days of receipt. If it is rejected then the Supplier shall, within ten (10) Business Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Framework Contract.
- 20.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 20.7 If CCS wishes to incorporate any improvement into this Framework Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to CCS or any Buyer.
- 20.8 Once the first Continuous Improvement Plan has been Approved in accordance with Clause 20.5:
- 20.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 20.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 20.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Clause 20.3.
- 20.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on the Supplier Fee.
- 20.11 Should the Supplier's costs in providing the Services be reduced as a result of any changes implemented, all of the cost savings shall be passed on to CCS by way of a consequential and immediate reduction in the Supplier Fee.

21 Dispute resolution

- 21.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 21.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (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 using Clauses 21.3 to 21.5 of Schedule 2.
- 21.3 Unless CCS refers the Dispute to arbitration using Clause 21.4 of Schedule 2, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 21.3.1 determine the Dispute;
 - 21.3.2 grant interim remedies; and/or
 - 21.3.3 grant any other provisional or protective relief.
- 21.4 The Supplier agrees that CCS has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 21.5 CCS has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 21.3 of Schedule 2, unless CCS has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 21.4 of Schedule 2.
- 21.6 The Supplier cannot suspend the performance of this Framework Contract or any Contract during any Dispute.

22 Force majeure

- 22.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Framework Contract while the inability to perform continues, if it both:
- 22.1.1 provides a Force Majeure Notice to the other Party; and
 - 22.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 22.2 Either Party can partially or fully terminate the affected Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 22.3 Where a Party terminates under Clause 22.2 of Schedule 2:
- 22.3.1 each party must cover its own losses; and
 - 22.3.2 Clause 17.3.2 to 17.3.7 of Schedule 2 applies.

23 Records retention and right of Audit

- 23.1 Subject to any statutory requirement, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Framework Contract and the Contracts.
- 23.2 CCS shall have the right to Audit the Supplier's compliance with this Framework Contract and any Contract and each Buyer shall have the right to Audit the Supplier's compliance with such Buyer's Contract(s). The Supplier shall permit or procure permission for the Relevant Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to Audit the Supplier's compliance with its obligations under this Framework Contract or the relevant Contract as applicable.
- 23.3 Should the Supplier Sub-contract any of its obligations under this Framework Contract or a Contract, the Relevant Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Relevant Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to Audit the Supplier's compliance with its obligations under this Framework Contract or any Contract as applicable. The Supplier shall cooperate with such audit and inspection and accompany the Relevant Authority or its authorised representative if requested.
- 23.4 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 23 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 23.5 The Supplier shall provide reasonable cooperation to the Relevant Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Framework Contract or the relevant Contract as applicable.
- 23.6 The Supplier shall provide all reasonable information as may be reasonably requested by the Relevant Authority to evidence the Supplier's compliance with the requirements of this Framework Contract or the relevant Contract as applicable.
- 23.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- 23.7.1 the methodology of the review;
 - 23.7.2 the sampling techniques applied;
 - 23.7.3 details of any issues; and
 - 23.7.4 any remedial action taken.

- 23.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.
- 23.9 Notwithstanding Clause 33.8 of Schedule 2, this Clause 23 of Schedule 3 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.

24 The prevention of fraud

- 24.1 The Supplier must not during the Term:
- 24.1.1 commit a Prohibited Act or any other criminal offence in Regulations 57(1) and 57(2) of the Public Contracts Regulations 2015; or
 - 24.1.2 do or allow anything which would cause CCS, including any of its employees, consultants, contractors, sub-contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 24.2 The Supplier must during the Term:
- 24.2.1 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;
 - 24.2.2 keep full records to show it has complied with its obligations under Clause 24 of Schedule 2 and give copies to CCS on request; and
 - 24.2.3 if required by CCS, within 20 Business Days of the Commencement Date of the relevant Contract, and then annually, certify in writing to CCS, that they have complied with Clause 24 of Schedule 2, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 24.3 The Supplier must immediately notify CCS if it becomes aware of any breach of Clauses 24.1 or 24.2 of Schedule 2 or has any reason to think that it, or any of the Supplier Staff, has either:
- 24.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 24.3.2 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;
 - 24.3.3 received a request or demand for any undue financial or other advantage of any kind related to either this Framework Contract or any Contract; or
 - 24.3.4 suspected that any person or Party directly or indirectly related to either this Framework Contract or any Contract has committed or attempted to commit a Prohibited Act.
- 24.4 If the Supplier notifies CCS as required by Clause 24.3 of Schedule 2, 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.

24.5 In any notice the Supplier gives under Clause 24.4 of Schedule 2 it must specify the:

24.5.1 Prohibited Act;

24.5.2 identity of the Party who it thinks has committed the Prohibited Act; and

24.5.3 action it has decided to take.

25 Equality, diversity and human rights

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

25.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

25.1.2 any other requirements and instructions which CCS reasonably imposes related to equality Law.

25.2 The Supplier must take all necessary steps, and inform CCS 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 this Framework Contract or any Contract.

26 Health and safety

26.1 The Supplier must perform its obligations meeting the requirements of:

26.1.1 all applicable Law regarding health and safety; and

26.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier from time to time.

27 Environment

27.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, as provided to the Supplier from time to time.

27.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

28 Tax

28.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS cannot terminate this Framework Contract where the Supplier has not paid a minor tax or social security contribution.

28.2 Where the Print Service Charge payable under a Contract is or is likely to exceed £5 million at any point during the relevant term, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS of it within 5 Business Days including:

28.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

- 28.2.2 other information relating to the Occasion of Tax Non-Compliance that CCS may reasonably need.
- 28.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Contract, the Supplier must comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions.
- 28.4 If any of the Supplier Staff are Workers who receive payment relating to the Services, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 28.4.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with Clause 28.3 of Schedule 2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 28.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 28.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 28.3 of Schedule 2 or confirms that the Worker is not complying with those requirements; and
 - 28.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

29 Conflict of interest

- 29.1 The Supplier must take action to ensure that neither the Supplier nor its Staff are placed in the position of an actual or potential Conflict of Interest.
- 29.2 The Supplier must promptly notify and provide details to CCS if a Conflict of Interest happens or is expected to happen.
- 29.3 CCS can terminate this Framework 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.

30 Reporting a breach of the Framework Contract

- 30.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to CCS any actual or suspected breach of:
- 30.1.1 Law;
 - 30.1.2 Clause 11.1 of Schedule 2; or
 - 30.1.3 Clauses 24 to 29 of Schedule 2.
- 30.2 The Supplier must not retaliate against any of its Staff who in good faith report a breach listed in Clause 30.1 of Schedule 2 to CCS or a Prescribed Person.

31 Notice

- 31.1 All notices under this Framework Contract must be in writing and are considered effective on the Business Day of delivery as long as they are delivered before 5:00pm on a Business Day. Otherwise the notice is effective on the next Business Day. An email is effective when sent unless an error message is received.
- 31.2 Notices to CCS must be sent to the address or email address of CCS' Contract Manager in Clause 4.1.1 of Schedule 1.
- 31.3 Notices to the Supplier must be sent to the address or email address of the Supplier's Contract Manager in Clause 4.1.2 of Schedule 1.
- 31.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

32 Assignment, novation and subcontracting

- 32.1 The Supplier cannot assign this Framework Contract without CCS' written consent.
- 32.2 CCS can assign, novate or transfer this Framework Contract or any part of it to any Crown Body, public or private sector body which performs the functions of CCS.
- 32.3 When CCS uses its rights under Clause 32.2 of Schedule 2 the Supplier must enter into a novation agreement in the form that CCS specifies.
- 32.4 The Supplier can terminate this Framework Contract if it is novated under Clause 32.2 of Schedule 2 to a private sector body that is experiencing an Insolvency Event.
- 32.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 32.6 If CCS asks the Supplier for details about Sub-contractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 32.6.1 their name;
 - 32.6.2 the scope of their appointment; and
 - 32.6.3 the duration of their appointment.

Restrictions on certain Sub-contractors

- 32.7 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Sub-contractors set out in Clause 15 of Schedule 1.
- 32.8 The Supplier is entitled to sub-contract its obligations under a Contract to any of the Print Suppliers.
- 32.9 Where during the Term the Supplier wishes to enter into a new Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of CCS and the Supplier shall, at the time of requesting such consent, provide CCS with the information detailed in Clause 32.10 of Schedule 2. The decision of CCS to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New

Key Sub-contractor then they will be added to Clause 15 of Schedule 1. CCS may reasonably withhold their consent to the appointment of a Key Sub-contractor if it considers that:

- 32.9.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to its interests;
- 32.9.2 the proposed Key Sub-contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 32.9.3 the proposed Key Sub-contractor employs unfit persons.

32.10 The Supplier shall provide CCS with the following information in respect of the proposed Key Sub-contractor:

- 32.10.1 the proposed Key Sub-contractor's name, registered office and company registration number;
- 32.10.2 the scope/description of any Services to be provided by the proposed Key Sub-contractor;
- 32.10.3 where the proposed Key Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS that the proposed Key Sub-contract has been agreed on "arm's length" terms;
- 32.10.4 the Key Sub-contract price expressed as a percentage of the total projected Framework Price over the Term; and
- 32.10.5 (where applicable) Credit Rating Threshold (as defined in Schedule 10) of the Key Sub-contractor.

32.11 If requested by CCS, within ten (10) Business Days of receipt of the information provided by the Supplier pursuant to Clause 32.10 of Schedule 2, the Supplier shall also provide:

- 32.11.1 a copy of the proposed Key Sub-contract; and
- 32.11.2 any further information reasonably requested by CCS.

32.12 The Supplier shall ensure that each new or replacement Key Sub-contract or, in the case of any Print Supplier, a Sub-contract, shall include:

- 32.12.1 provisions which will enable the Supplier to discharge its obligations under this Framework Contract and any Contracts;
- 32.12.2 a right under the Contracts (Rights of Third Parties) Act 1999 for CCS and any relevant Buyer to enforce any provisions under the Key Sub-contract which confer a benefit upon CCS and that Buyer respectively;
- 32.12.3 a provision enabling CCS and any relevant Buyer to enforce the Key Sub-contract as if it were the Supplier;
- 32.12.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to CCS and any relevant Buyer;

32.12.5 obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Framework Contract in respect of:

- (i) the data protection requirements set out in Clauses 13 to 20 (inclusive) of Schedule 3;
- (ii) the FOIA and other access request requirements set out in Clauses 10 to 12 (inclusive) of Schedule 3;
- (iii) the obligation not to embarrass CCS and any relevant Buyer or otherwise bring CCS and any relevant Buyer into disrepute;
- (iv) the keeping of records in respect of the goods and/or services being provided under the Key Sub Contract; and
- (v) the conduct of audits set out in Clause 23 of Schedule 2;

32.12.6 provisions enabling the Supplier to terminate the Key Sub Contract on notice on terms no more onerous on the Supplier than those imposed by CCS under Clauses 16.3 and 16.4 of Schedule 2 of this Framework Contract; and

32.12.7 a provision restricting the ability of:

- (i) the Key Sub-contractor to sub contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of each of CCS and any relevant Buyer; and
- (ii) any Print Supplier to sub-contract the provision any of the goods or services provided to the Supplier under the relevant Sub-Contract; and

32.12.8 provisions enabling the Supplier to terminate any Sub-contract with a Print Supplier where any of the grounds for exclusion of Print Suppliers as set out in Schedule 5 (Specification and Tender Response Document) apply.

32.13 Without prejudice to the Supplier's obligations concerning Sub-contracts with Print Suppliers under Clause 32.12, the Supplier shall ensure that each such Sub-contract complies with the requirements of Schedule 5 (Specification and Tender Response Document).

33 General

33.1 Each of the Parties is independent of the other and nothing contained in this Framework Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Contract.

33.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Contract shall not of itself constitute a waiver of such option or right.

33.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Framework Contract or to exercise any right or remedy consequent

upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

- 33.4 Any provision of this Framework Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Framework Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 33.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Contract or unless such representation, undertaking or warranty was made fraudulently.
- 33.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Contract including all costs, legal fees and other expenses so incurred.
- 33.7 The rights and remedies provided in this Framework Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Contract or by any other contract or document. In this Clause 33.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 33.8 Save under Clause 23 (Record Retention and right of Audit) and paragraph 1 of the Data Protection Appendix to Schedule 3 (Information and Data Provisions), a person who is not a party to this Framework Contract shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Contract.
- 33.9 This Framework Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Contract or any variation to this Framework Contract, contain the entire understanding between the Supplier and CCS relating to the operation of this Framework Contract to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Framework Contract. Nothing in this Framework Contract seeks to exclude either Party's liability for fraud. Any tender conditions and/or disclaimers set out in CCS' procurement documentation leading to the award of this Framework Contract shall form part of this Framework Contract.
- 33.10 This Framework Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 33.11 All written and oral communications and all written material referred to under this Framework Contract shall be in English.

Schedule 3

Information and Data Provisions

Confidentiality

1. Each Party must:
 - 1.1. keep all Confidential Information it receives confidential and secure;
 - 1.2. not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Framework Contract; and
 - 1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
2. In spite of Clause 1 of Schedule 3, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 2.1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 2.2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 2.3. if the information was given to it by a third party without obligation of confidentiality;
 - 2.4. if the information was in the public domain at the time of the disclosure;
 - 2.5. if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 2.6. to its auditors or for the purposes of regulatory requirements;
 - 2.7. on a confidential basis, to its professional advisers on a need-to-know basis; or
 - 2.8. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Framework Contract. The Supplier Staff must enter into a direct confidentiality agreement with CCS at its request.
4. CCS may disclose Confidential Information in any of the following cases:
 - 4.1. on a confidential basis to the employees, agents, consultants and contractors of CCS;
 - 4.2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS transfers or proposes to transfer all or any part of its business to;

- 4.3. if CCS (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 4.4. where requested by Parliament;
 - 4.5. under Clause 9.6 of Schedule 2; or
 - 4.6. under Clauses 10 to 12 (inclusive) of Schedule 3.
- 5. For the purposes of Clauses 2 to 4 of Schedule 3 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clauses 1 to 7 of Schedule 3.
 - 6. Transparency Information is not Confidential Information.
 - 7. The Supplier must not make any press announcement or publicise the Framework Contract or any part of them in any way, without the prior written consent of CCS and must take all reasonable steps to ensure that Supplier Staff do not either.

Commercially Sensitive Information

- 8. In Clause 16.1 of Schedule 1 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 9. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which Clause 16.1 of Schedule 1 applies.

Disclosing Information

- 10. The Supplier must tell CCS within 48 hours if it receives a Request For Information.
- 11. Within the required timescales the Supplier must give CCS full co-operation and information needed so CCS can:
 - 11.1. publish the Transparency Information;
 - 11.2. comply with any Freedom of Information Act (FOIA) request; and/or
 - 11.3. comply with any Environmental Information Regulations (EIR) request.
- 12. CCS may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is CCS' decision, which does not need to be reasonable.

Data Protection

- 13. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with the Data Protection Appendix and Annex 1 to Schedule 3.
- 14. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 15. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send CCS copies every six (6) Months.

16. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system.
17. If at any time the Supplier suspects or has reason to believe that the Government Data provided under this Framework Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify CCS and immediately suggest remedial action.
18. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable CCS may either or both:
 - 18.1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Business Days from the date that CCS receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 18.2. restore the Government Data itself or using a third party.
19. The Supplier must pay each Party's reasonable costs of complying with Clause 18 of Schedule 3 unless CCS is at fault.
20. The Supplier:
 - 20.1. must provide CCS with all Government Data in an agreed open format within 10 Business Days of a written request;
 - 20.2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 20.3. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 20.4. securely erase all Government Data and any copies it holds when asked to do so by CCS unless required by Law to retain it; and
 - 20.5. indemnifies CCS against any and all Losses incurred if the Supplier breaches Clauses 13 to 20 (inclusive) of Schedule 3 and any Data Protection Legislation.

Cyber Essentials Certification

21. The Supplier shall provide a Cyber Essentials Plus Certificate to CCS at the Commencement Date. Where the Supplier fails to comply with this Clause 21 of Schedule 3 it shall be prohibited from commencing the provision of Services under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Clause 21 of Schedule 3.
22. Where the Supplier continues to process data during the Term the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 21 of Schedule 3.
23. Where the Supplier is due to process data after the start date of the first Contract but before the end of the Term or the term of the last Contract, the Supplier shall deliver to CCS evidence of:
 - 23.1. a valid and current Cyber Essentials Plus Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

- 23.2. renewal of the valid Cyber Essentials Plus Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 21 of Schedule 3.
24. In the event that the Supplier fails to comply with Clauses 22 or 23 (as applicable) of Schedule 3, CCS reserves the right to terminate this Framework Contract for material Default.
25. The Supplier shall ensure that all Sub-Contracts with Sub-contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-contractors than those imposed on the Supplier under this Framework Contract in respect of the Cyber Essentials Scheme under Clause 21 of Schedule 3.
26. Clauses 21 to 26 (inclusive) of Schedule 3 shall survive termination or expiry of this Framework Contract and each and any Contract.

Data Protection Appendix

1. Under this Framework Contract, CCS is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation. Under a Contract, the Buyer is the Controller and the Supplier is the Processor. The use of the term “Controller” shall refer, as relevant, to CCS in respect of this Framework Contract and to the relevant Buyer or Buyers in respect of any Contract. Only the Controller can decide what processing of Personal Data the Processor can do under this Framework Contract or a Contract. Notwithstanding Clause 33.8 of Schedule 2, this Data Protection Appendix to Schedule 3 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.
2. The Supplier must process Personal Data and ensure that Staff including any Print Suppliers process Personal Data only in accordance with this Framework Contract and any Contract as specified in this Data Protection Appendix.
3. The scope of Personal Data to be processed will be that which is necessary to enable the Supplier to set up, operate and provide services from the Print Marketplace.
4. The Supplier shall process Personal Data under this Framework Contract and any Contract solely for the purposes of the design, creation, development, operation and maintenance of the Print Marketplace including registering Buyers as customers of the Print Marketplace, fulfilling print orders submitted by Buyers and providing reports to CCS in respect of Buyers’ use of the Print Marketplace.
5. The nature of the Processing to be carried out by the Supplier under the Services consists of the receipt, registration and use of details of Buyer personnel in order to register the Buyer as an Authorised User, the receipt, storage, use and transmission to Print Suppliers of the Buyer Personal Data, the printing of Buyer Personal Data onto various media and other items including business cards, invitations and letters, providing direct mailing
6. Buyer Personal Data shall be returned to each Buyer or destroyed to the fullest extent possible upon the end of a six month period following the Supplier’s fulfilment of each Contract unless the Buyer has indicated otherwise in which case the retention period shall be as indicated by the Buyer and noted in the Contract.
7. The categories of Data Subjects whose Personal Data will be processed are employees of CCS and any Buyer, customers of the Buyer, invitees to events held by Buyers, employment candidates and interview attendees, volunteers and any citizen of the United Kingdom.
8. The Supplier shall comply with any further written instructions provided by the Controller. Any such further instructions shall be incorporated into this Annex.
9. The Supplier must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - 9.1. a systematic description of the expected processing and its purpose;
 - 9.2. the necessity and proportionality of the processing operations;
 - 9.3. the risks to the rights and freedoms of Data Subjects;
 - 9.4. the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

10. The Supplier must notify the Controller immediately if it thinks the Controller's instructions breach or potentially may breach the Data Protection Legislation.
11. The Supplier must put in place Protective Measures appropriate to the Processing to take place under this Framework Contract and any Contract to protect against a Data Loss Event.
12. If lawful to notify the Controller, the Supplier must notify it if the Supplier is required to process Personal Data by law promptly and before processing it.
13. The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - 13.1. are aware of and comply with the Supplier's duties under this Schedule 3;
 - 13.2. are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - 13.3. are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise allowed by this Framework Contract or any Contract; and
 - 13.4. have undergone adequate training in the use, care, protection and handling of Personal Data.
14. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
 - 14.1. the Controller has otherwise provided consent in this Framework Contract or under a Contract;
 - 14.2. the Supplier has otherwise obtained prior written consent of the Controller;
 - 14.3. CCS has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - 14.4. the Data Subject has enforceable rights and effective legal remedies when transferred;
 - 14.5. the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - 14.6. where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Controller meet its own obligations under Data Protection Legislation; and
 - 14.7. the Supplier complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
15. The Supplier must notify the Controller immediately if it:
 - 15.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 15.2. receives a request to rectify, block or erase any Personal Data;

- 15.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 15.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Contract or a Contract;
 - 15.5. receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - 15.6. becomes aware of a Data Loss Event.
16. Any requirement to notify under clause 15 includes the provision of further information to the Controller in stages as details become available.
17. The Supplier must promptly provide the Controller with full assistance in relation to the Controller's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15. This includes giving the Controller:
- 17.1. full details and copies of the complaint, communication or request;
 - 17.2. reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 17.3. any Personal Data it holds in relation to a Data Subject on request;
 - 17.4. assistance that it requests following any Data Loss Event;
 - 17.5. assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
18. The Supplier must maintain full, accurate records and information to show it complies with this Data Protection Appendix. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either CCS determines that the processing:
- 18.1. is not occasional;
 - 18.2. includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - 18.3. is likely to result in a risk to the rights and freedoms of Data Subjects.
19. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Controller their contact details.
20. Before allowing any Subprocessor to Process any Personal Data, the Supplier must:
- 20.1. notify the Controller in writing of the intended Subprocessor and Processing;
 - 20.2. enter into a written contract with the Subprocessor so that this Data Proc applies to the Subprocessor or in the case of Sub-contracts with Print Suppliers, ensure that the Print Suppliers are subject to provisions equivalent to the provisions of this Data Protection Appendix;

- 20.3. provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 21. The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 22. At any time CCS can, with 30 Business Days' notice to the Supplier, change this Data Protection Appendix to:
 - 22.1. replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - 22.2. ensure it complies with guidance issued by the Information Commissioner's Office.
- 23. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

Schedule 4

Definitions and Interpretations

1 Definitions

- 1.1 In this Framework Contract the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions for the Provision of Services at Appendix A of this Framework Contract. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Provision of Services are as set out at Appendix A of this Framework Contract.

"Additional Insurances"	has the meaning given to it in Clause 15.2 of Schedule 2;
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"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;
"Approve"	means the prior written consent of CCS and "Approve" and "Approval" shall be construed accordingly;
"Audit"	means the right of the Relevant Authority to: a) verify the accuracy of the application of the Supplier Fee in relation to the Print Supplier Charge and the Print Services Charge and any other amounts payable by a Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; d) identify and investigate actual or suspected breach of Clauses 24 to 30, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances, the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Services;</p> <p>g) obtain such information as is necessary to fulfil the obligations of the Relevant Authority to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office 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 Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Authorised User"	means CCS' and the Buyers' employees, consultants, contractors and agents who are authorised by CCS and any Buyer to access and use the Framework Services under the rights granted to CCS and the Buyers pursuant to this Framework Contract;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Framework Contract including an influenza pandemic and any Force Majeure Event;
"BCDR Plan"	means the Supplier's business continuity and disaster recovery plan which includes its plans for continuity of the Services during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
"Buyer"	means a Contracting Authority entitled to place Orders under this Framework Contract including CCS and any other Contracting Authority as set out in the Key Provisions;
"Buyer Assets"	means the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by

	and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Services which remain the property of the Buyer throughout the term of the Contract;
“Buyer Personal Data”	means any Personal Data provided by a Buyer for the purposes of receiving and benefitting from the Print Services and shall include personal details of individuals including name, address (work and personal), email address, job title, date of birth, telephone number, and images;
“Buyer’s 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 (or any of them);
“Call-Off Procedure”	means the process for awarding a Contract pursuant to Schedule 7;
“Call-off Terms and Conditions for the Provision of Services”	means the call-off terms and conditions for Contracts as set out at Appendix A of this Framework Contract forming part of the Contracts placed under this Framework Contract;
“CCS’ Obligations”	means CCS’ further obligations, if any, referred to in the Specification and Tender Response Document;
“Central Government Body”	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: 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;
“Change in Law”	means any change in Law which impacts on the supply of the Services and performance of the Framework Contract 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 of this Framework Contract;
“Commercial Schedule”	means the document set out at Schedule 6;
“Commercially Sensitive Information”	means the Confidential Information listed in the Framework Award Form comprising of commercially sensitive information relating to the Supplier, its IPR or its

	business or which the Supplier has indicated to CCS that, if disclosed by CCS, would cause the Supplier significant commercial disadvantage or material financial loss;
“Comparable Supply”	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
“Confidential Information”	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
“Conflict of Interest”	means a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS under this Framework Contract, in the reasonable opinion of CCS;
“Contract”	means any contract entered into under this Framework Contract with the Supplier by any Buyer as further defined in the Call-off Terms and Conditions for the Provision of Services;
“Contracting Authority”	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than CCS;
“Contract Manager”	means for CCS and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time;
“Contract Year”	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof;
“Controller”	has the meaning given to it in the GDPR;
"Crown Body"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government 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 Essentials Scheme"	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber

	Essentials Scheme can be found at: https://www.cyberessentials.ncsc.gov.uk/ ;
"Cyber Essentials Basic Certificate"	means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	means Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in Clause 17 of Schedule 1;
"Cyber Essential Scheme Data"	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Cyber Essentials Plus Certificate"	means the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance;
"Data Protection Appendix"	means the appendix to Schedule 3 of these Call-off Terms and Conditions as CCS may amend from time to time;
"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 Appendix"	means the appendix to Schedule 3 setting out the Supplier's data protection obligations under this Framework Contract and the Contracts;
"Data Protection Legislation"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 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 Access 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 abandonment of this Framework Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Sub-contractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Framework Contract and in respect of which the Supplier is liable to CCS;

“Default Management Charge”	has the meaning given to it in Clause 8.1.1 of Schedule 9;
“Disclosing Party”	means the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clauses 1 to 7 (inclusive) of Schedule 3;
“Dispute(s)”	means any claim, dispute or difference arises out of or in connection with the Framework Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Framework 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;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 20 of Schedule 2;
“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;
“EIR”	means the Environmental Information Regulations 2004;
“Environmental Policy”	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
“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 Framework Contract (whether prior to the Commencement Date or otherwise) and Existing IPR shall, in the case of CCS, include the website domain name “www.printmarketplace.gov.uk”;
“FOIA”	means 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”	means any event, occurrence, circumstance, matter or cause affecting the performance by either CCS or the Supplier of its obligations arising from:

	<p>(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 Framework Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>(f) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Sub-contractor's supply chain;</p> <p>(g) 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</p> <p>(h) any failure of delay caused by a lack of funds;</p> <p>but excluding, for the avoidance of doubt, the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;</p>
"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 Contract"	means the form of framework agreement at the front of this document and all schedules and appendices attached to the form of framework agreement;
"Framework Services"	has the meaning given in Part C of Schedule 15;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>means</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>

“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 the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Government Data”	means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of CCS’ Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of CCS or any Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Framework Contract or any Contract;
“Guarantor”	means the person (if any) who has entered into a guarantee in the form set out in Schedule 12;
“Guidance”	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by CCS and/or have been published and/or notified to the Supplier by the Department of Health, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency the European Commission, the Care Quality Commission and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
“HM Government Cyber Essentials Scheme”	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“HMRC”	means Her Majesty’s Revenue and Customs;
“Impact Assessment”	means an assessment of the impact of a variation request by CCS completed in good faith, including:

	<ul style="list-style-type: none"> a) details of the impact of the proposed variation on the Services and the Supplier's ability to meet its other obligations under the Framework Contract; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Supplier Fee, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the variation; and e) such other information as CCS may reasonably request in (or in response to) the variation request;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
“Information Commissioner”	means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<ul style="list-style-type: none"> (a) in respect of a person: (b) 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 (c) 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 (d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Business 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 (e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (f) 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 (g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

	<p>(h) 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</p> <p>(i) 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</p> <p>(j) 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 “IPR”	<p>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 or business names, goodwill, 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 otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to CCS or Buyer as relevant in the fulfilment of its obligations under this Framework Contract or any Contract;
“IR35”	means the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
“Key Personnel”	means the individuals listed in paragraph 5 of Part C of Schedule 15;
“Key Provisions”	means the key provisions set out in Schedule 1;
“Key Sub-contract”	means each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	<p>means any Sub-contractor:</p> <p>a) which is relied upon to deliver any work package within the Services in their entirety; and/or</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,</p> <p>and the Supplier shall list all such Key Sub-contractors in Clause 15 of Schedule 1;</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);
“Management Charge”	means the sum specified in the Clause 8.1 of Schedule 1 payable by the Supplier to CCS in accordance with Schedule 9;
“Management Information” or “MI”	means any information specified as such in Schedule 5 (Specification and Tender Response Document) or described as such in Schedule 9 including as set out in the MI Reporting Template;
"Marketing Contact"	shall be the person identified in Clause 5.1 of Schedule 1;
“MI Default”	means when two (2) MI Reports are not provided in any rolling six (6) Month period;
“MI Failure”	<p>means when an MI Report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI Reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
“MI Report”	means a report containing Management Information submitted to CCS in accordance with Schedule 9;
“MI Reporting Template”	means the form of report set out in the Annex to Schedule setting out the information the Supplier is required to supply to CCS;
"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;
“Month”	means a calendar month and “Monthly” shall be interpreted accordingly;
“National Insurance”	means contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“New IPR”	means: (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of providing the Framework Services and updates and amendments of these items including (but not limited to) database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier’s Existing IPR;
“Occasion of Tax Non-Compliance”	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (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; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 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 Commencement Date or to a civil penalty for fraud or evasion;
“Ordering Procedure”	means the procedure enabling Buyers to call-off Print Services and enter into Contracts under this Framework Contract, as set out in Schedule 7;

“Order”	means an order for Print Services placed through Print Marketplace by a Buyer by completing the relevant sections and fields on Print Marketplace;
“Party”	means CCS or the Supplier as appropriate and Parties means both CCS and the Supplier;
"Performance Indicators" or "PIs"	means the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Clause 9 of Schedule 1;
“Personal Data”	has the meaning given to it in the GDPR;;
“Personal Data Breach”	has the meaning given to it in the GDPR;
“Policies”	means the policies, rules and procedures of CCS as notified to the Supplier from time to time;
“Prescribed Person”	means a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
“Print Marketplace”	means the site or system to be provided by the Supplier under this Framework Contract and by means of which Buyers will obtain quotes from Print Suppliers and be able to view pricing to enable them to place orders for Print Services
“Print Services”	means the services that the Supplier is required to provide to Buyers under Contracts placed under this Framework Contract, details of such Print Services being set out in the Specification and Tender Response Document and any Order;
“Print Services Charge”	means the amount charged by the Supplier to a Buyer for providing the Print Services;
“Print Supplier”	an entity to whom the Supplier may, under a Contract, Sub-contract the provision of the Print Services;
“Print Supplier Charge”	means the amount charged by a Print Supplier for fulfilling an Order;
“Processing”	has the meaning given to it in the GDPR;
“Processor”	has the meaning given to it in the GDPR;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Framework Contract or any Contract;

“Prohibited Acts”	<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 each 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>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) 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>
“Protective Measures”	<p>means technical and organisational measures which must take account of:</p> <p>a) the nature of the data to be protected;</p> <p>b) harm that might result from Personal Data Breach;</p> <p>c) state of technological development;</p> <p>d) the cost of implementing any measures,</p> <p>including but not limited to 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;</p>
“Recipient Party”	<p>means the Party which receives or obtains directly or indirectly Confidential Information;</p>
“Rectification Plan”	<p>means the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Schedule 13 which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p>

	(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
“Relevant Authority”	means CCS or the Buyer, as applicable;
“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;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
“Replacement Services”	means any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the expiry or termination (whichever is earlier), whether those services are provided by the Buyer internally and/or by any third party;
“Replacement Supplier”	means any third party provider of Replacement Services appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Services for its own account, shall also include the Buyer;
“Request for Information”	means a request for information or an apparent request relating to this Framework Contract or a Contract for the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
“Required Insurances”	means the insurances required by Clause 13 of Schedule 1 or any additional insurances specified in an Order;
“Self Audit Certificate”	means the certificate in the form as set out in Schedule 11;
“Serious Fraud Office”	means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Services”	means: a) the Framework Services; and b) the Print Services;
“Sites”	means any premises (including the Buyer’s Premises, the Supplier’s premises or third party premises) from, to or at which: a) the Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services;

“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 where the effect of that Specific Change in Law on the Services is not reasonably foreseeable at the Commencement Date;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Framework Contract;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Framework Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Sub-contract”	<p>means any contract or agreement (or proposed contract or agreement), other than a Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Services (or any part of them), <p>and any contract between the Supplier and a Print Supplier shall be a Sub-contract;</p>
“Sub-contractor”	means any person other than the Supplier, who is a party to a Sub-contract and the servants or agents of that person;
“Subprocessor”	means any third party appointed to process Personal Data on behalf of the Supplier related to this Framework Contract or any Contract;
“Supplier”	means the supplier named on the form of Framework Contract on the first page;
“Supplier Fee”	means a transactional fee which the Supplier is entitled to add to the Print Services Charges and to retain in consideration for providing the Print Services and Print Marketplace and which shall be calculated in accordance with Schedule 6 (Commercial Schedule);
“Supplier Review Meetings”	has the meaning given to it in Clause 8.8 of Schedule 2;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;

“Term”	means the term as set out in the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Contract on a specified date and setting out the grounds for termination;
“Transparency Information”	means the content of this Framework Contract or any Contract, including any changes to this Framework Contract or any Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by CCS or the Buyer (as applicable); and (ii) Commercially Sensitive Information;
"Variation Form"	means the form set out in Schedule 8;
“Variation Procedure”	means the procedure set out in Clause 18 of Schedule 2;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax; and
“Worker”	means any one of the Supplier Staff 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.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Framework Contract to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of this Framework Contract.
- 1.5 References in this Framework Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 33.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Framework Contract.

- 1.7 The headings are for convenience only and shall not affect the interpretation of this Framework Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Framework Contract provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier’s responses to CCS’ requirements (the Supplier’s responses being set out in Schedule 5) and any other part of this Framework Contract, such other part of this Framework Contract shall prevail.
- 1.11 Where a document is required under this Framework Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Any guidance notes in grey text do not form part of this Framework Contract.
- 1.13 Any terms defined as part of a Schedule or other document forming part of this Framework Contract shall have the meaning as defined in such Schedule or document.

Schedule 5

Specification and Tender Response Document

[Redacted]

Schedule 6

Commercial Schedule

1 Definitions

The following definitions shall apply to this Schedule 6:

“Initial Period”	means the first two years of the Term ending on the day before the second anniversary of the Commencement Date;
“Review Date”	means the second anniversary of the Commencement Date and each subsequent anniversary;

2 Print Services Charges

2.1 The Print Services Charges invoiced or charged to Buyers by the Supplier consist of:

2.1.1 the Print Supplier Charge; and

2.1.2 the Supplier Fee.

3 The Supplier Fee

What the Supplier Fee covers

3.1 The Supplier Fee shall include all the Supplier's costs for providing and operating the Print Marketplace during the Term (such costs to include investment costs, implementation costs, account management, promotional and marketing costs, provision of service support to Buyers, licence fees, the Management Charge and any other fees and costs that the Supplier will incur) together with the Supplier's intended profit. The Supplier acknowledges that unless set out in this Framework Contract, there is no additional mechanism to charge CCS any additional fees or costs for the provision of the Services under this Framework Contract

3.2 The Supplier shall not charge the Print Suppliers any fees such as a registration or set up fee to use Print Marketplace

3.3 The Supplier shall not charge any Buyer any registration fee or set up fee to use Print Marketplace.

How the Supplier Fee is calculated and applied

3.4 The Supplier Fee applicable to any Order and to be included in any Print Services Charges shall be:

3.4.1 calculated in accordance with Table 1; and

3.4.2 discounted, where applicable, in accordance with Table 2,
each as set out in Annex 1 of this Schedule 6.

3.5 The Supplier Fee shall be included in all prices displayed or provided to Buyers on Print Marketplace.

4 Adjustments to the Supplier Fee

4.1 The Supplier may make a request at any time to decrease the Supplier Fee.

4.2 The Supplier can only request an adjustment to the Supplier Fee in the following circumstances:

4.2.1 at the first Review Date if the total Buyer spend invoiced for the Initial Period is less than fifteen million GBP (£15,000,000);

4.2.2 to take effect at any Review Date subsequent to the first Review Date; or

4.2.3 at any time further to any changes made in accordance with Clause 19 (Change management) of Schedule 2 in relation to which the Supplier is permitted to seek an increase in the Supplier Fee,

and in the case of an adjustment under paragraph 4.2.1 or 4.2.2, subject to paragraph 4.3 below and only in accordance with changes to the Consumer Price Index ("CPI") as described in paragraph 4.5 below.

4.3 If, at any time during the Initial Period, the overall value of the Print Services purchased exceeds fifteen million GBP (£15,000,000), then, for the remainder of the Term, except where a change is requested under paragraph 4.2.3, the Supplier shall not be permitted to request an adjustment to the Supplier Fee.

4.4 The Supplier Fee shall not be adjusted automatically under any circumstances and any request for an adjustment in accordance with this paragraph 4 must be made three

(3) months in advance of the date on which the adjustment shall take effect. If the Supplier wishes to request an adjustment to the Supplier Fee in accordance with:

4.4.1 paragraph 4.2.1, the Supplier must make such request on the Review Date and any applicable increase in the Supplier Fee shall take effect three Months after the Review Date; or

4.4.2 paragraph 4.2.2, the Supplier must make such request three (3) months prior to the relevant Review Date,

and if the Supplier fails to respect the relevant time period for making such requests, it shall not be permitted to request any adjustment to the Supplier Fee until the three months before the next Review Date.

4.5 Any change to the Supplier Fee requested by the Supplier under paragraph 4.2.1 or 4.2.2 shall be made in accordance with changes in the CPI as described in sub-clauses 4.5.1 to 4.5.3. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier. Movements in the CPI shall be reflected in the relevant adjustment to the Supplier Fee as follows:

4.5.1 the CPI shall be baselined on the Commencement Date;

4.5.2 the percentage movement of the CPI from the position on the Commencement Date to the first Review Date for which the Supplier has requested an increase in the Supplier Fee shall determine the adjustment to the Supplier Fee;

4.5.3 the Supplier Fee shall then be indexed on each subsequent Review Date where the Supplier seeks an adjustment to reflect the percentage change in the CPI since the previous change.

4.6 Where the CPI used to carry out any calculation in respect of an adjustment to the Supplier Fee is:

4.6.1 updated (for example due to it being provisional) then the relevant calculation shall also be updated unless CCS and the Supplier agree otherwise; and

4.6.2 is no longer published, CCS and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

Annex 1

1. The Supplier Fee

The Supplier Fee to be applied to each Print Supplier Charge is as follows:

Table 1

Buyer Spend Levels (including the Supplier Fee)	Buyer Payment Method	Supplier fee %
Supplier Fee to be added to any Print Supplier Charge (invoice value) up to £15,000,000.00 million	Purchasing Card	[Redacted] %
	Invoice Payment	[Redacted] %
	Punch-out Payment	[Redacted] %
Supplier Fee to be applied to any Print Supplier Charge (invoice value) from £15,000,000.01 million up to £25,000,000.00	Purchasing Card	[Redacted] %
	Invoice Payment	[Redacted] %
	Punch-out Payment	[Redacted] %
Supplier Fee to be applied to any Print Supplier Charge (invoice value) from £25,000,000.01 up to £35,000,000.00 million	Purchasing Card	[Redacted] %
	Invoice Payment	[Redacted] %
	Punch-out Payment	[Redacted] %
Supplier Fee to be applied to any Print Supplier Charge (invoice value) from £35,000,000.01 up to £125,000,000.00 million	Purchasing Card	[Redacted] %
	Invoice Payment	[Redacted] %
	Punch-out Payment	[Redacted] %

2. Supplier Fee Discounts

The Supplier Fee will be discounted by the figure below when cumulative spend by Buyers (including the Supplier Fee) exceeds CCS' forecasted values. Discount % would be deducted from all Supplier Fees (i.e. each payment method)

Table 2

Cumulative Spend	Percentage by which the Supplier Fee will be discounted %
Discount to be applied to any spend when cumulative spend in respect of Print Supplier Charges (invoice value) exceeds £125,000,000.01 million	[Redacted] %
Discount to be applied to any spend when cumulative spend in respect of Print Supplier	[Redacted] %

Charges (invoice value) exceeds £200,000,000.01 million	
------------------------------------------------------------	--

Schedule 7

Ordering Procedure

[Guidance: These provisions are adapted from the first section (*How the Contract Works*) of the draft Call-Off Terms. Amendments may be necessary to reflect the successful bidder's solution although the risk profile of the Buyer must not change.]

- 1.1 The definitions set out in clause 2 of the Call-off Terms and Conditions for the Provision of Services ("Terms") apply to this Schedule.
- 1.2 To use Print Marketplace, the purchasing entity must register as a Buyer on Print Marketplace using the online registration process [\[insert link\]](#). The Buyer must provide details of those within its organisation who will be authorised to make purchases from Print Marketplace ("Authorised Users").
- 1.3 Each time the Buyer wishes to place an order, it should check the latest version of the Terms displayed on Print Marketplace to ensure an understanding of the terms and conditions which will apply at that time. The Supplier shall indicate at the top of the Terms when they were last updated.
- 1.4 The Buyer may use the Buyer support service to be found on Print Marketplace for any queries it may have. This can be found at [\[insert link\(s\) once Print Marketplace is created\]](#). User guides, a helpline and training materials providing assistance on how to use Print Marketplace are also available together with a frequently asked questions page on Print Marketplace itself. [\[This paragraph to be updated in accordance with Supplier solution and web links should be provided where relevant\]](#)
- 1.5 Unless the Buyer is purchasing a Catalogue Item, the Buyer must submit a Statement of Requirements via Print Marketplace. Print Marketplace has the facility for the Buyer to upload its own designs, artwork or templates as attachments to the Statement of Requirements. If the Buyer requires customisation of a Catalogue Item, this must be requested using a Statement of Requirements. The Supplier will provide a list of Options and details of the time period for acceptance of the Options within three (3) Working Days of receipt of a Statement of Requirements.
- 1.6 Once a Buyer has decided upon its requirements, the Buyer should complete its Order following the onscreen prompts specifying, as relevant, which Option or Catalogue Item(s) it requires. The Order process allows checking and amending of any errors before submission.
- 1.7 The Order (prior to acceptance) is an offer from the Buyer to purchase the Deliverables subject to and in accordance with the provisions of the Contract.
- 1.8 The Supplier shall send an email to the Buyer acknowledging receipt of the submitted Order but such email will not be acceptance of the Order. Acceptance of the Order shall take place when the Supplier emails the Buyer with notification of the Supplier's acceptance together with a Supplier Order Number at which point the Contract shall come into existence. Notification of acceptance must be within one (1) Working Day of receipt of the relevant Order.

- 1.9 If the Supplier cannot accept an Order, it will notify the Buyer as soon as possible stating the reason for the non-acceptance and the order shall not be processed.
- 1.10 The Supplier shall assist any potential customer organisation which requires completion of an internal approval process or a particular payment process set up prior to registration as a Buyer on Print Marketplace. Such assistance may include advising on options that may assist with the relevant internal approval process and, where reasonable, implementing such options.

Schedule 8

Variation Form

This form is to be used in order to change the Framework Contract in accordance with Clause 18 of Schedule 2.

Framework Contract Details							
This variation is between:	<p>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service ("CCS")</p> <p>And</p> <p>[insert name of Supplier] ("the Supplier")</p>						
Framework Contract name:	[insert name of contract to be changed] ("the Framework Contract")						
Framework Contract reference number:	[insert contract reference number]						
Details of Proposed Variation							
Variation initiated by:	[delete] as applicable: CCS/Supplier]						
Variation number:	[insert variation number]						
Date variation is raised:	[insert date]						
Proposed variation							
Reason for the variation:	[insert reason]						
An Impact Assessment shall be provided within:	[insert number] days						
Impact of Variation							
Likely impact of the proposed variation including potential impact of not implementing the proposed variation and any known dependencies or constraints:	[Supplier to insert] assessment of impact]						
Outcome of Variation							
Framework Contract variation:	<p>This Framework Contract detailed above is varied as follows:</p> <ul style="list-style-type: none"> [CCS to insert] original Clauses or Paragraphs to be varied and the changed clause] 						
Financial variation:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">Original Framework Value:</td> <td style="border-bottom: 1px solid black;">£ [insert amount]</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Additional cost due to variation:</td> <td style="border-bottom: 1px solid black;">£ [insert amount]</td> </tr> <tr> <td style="border-bottom: 1px solid black;">New Framework value:</td> <td style="border-bottom: 1px solid black;">£ [insert amount]</td> </tr> </table>	Original Framework Value:	£ [insert amount]	Additional cost due to variation:	£ [insert amount]	New Framework value:	£ [insert amount]
Original Framework Value:	£ [insert amount]						
Additional cost due to variation:	£ [insert amount]						
New Framework value:	£ [insert amount]						

1. This variation must be agreed and signed by both Parties to the Framework Contract and shall only be effective from the date it is signed by CCS.
2. Words and expressions in this variation shall have the meanings given to them in the Framework Contract.
3. The Framework Contract, including any previous variations, shall remain effective and unaltered except as amended by this variation.

Signed by an authorised signatory for and on behalf of CCS

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 9

Management Charges and Information

1 How to provide Management Information to CCS

- 1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
- 1.2 The initial MI Reporting Template is set out in the Annex to this Schedule 9 and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

2 Reporting period

- 2.1 MI Reports must be completed and returned to CCS by the fifth Business Day of every Month during the Term and thereafter until all transactions relating to Contracts have permanently ceased. If at any point there is a period of a Month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2 In an MI Report, the Supplier should report contract data that is one Month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

3 Submitting the information

- 3.1 MI Reports shall be completed electronically and uploaded to CCS' data submission service available at <https://www.reportmi.crowncommercial.gov.uk/>.
- 3.2 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
- 3.4 The Supplier shall:
 - 3.4.1 promptly after the Commencement Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
 - 3.4.2 promptly after the Commencement Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

- 3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Clause 3.4 of Schedule 9.
- 3.5 The Supplier shall notify CCS of any changes to the details provided under Clause 3.4 of this Schedule 9.

4 How CCS can use the Management Information

- 4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
- 4.1.1 use and to share with any Buyer, other Contracting Authority and Relevant Person; and/or
- 4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),
- any Management Information supplied to CCS for CCS' normal operational activities including administering this Framework Contract and/or all Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
- 4.3 Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

5 Paying the Management Charge

- 5.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.
- 5.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule 9) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

6 What happens if the Management Charge is not paid?

- 6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
- 6.1.1 issuing the Supplier with reminders that an invoice payment is due and/or overdue;
- 6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
- 6.1.3 suspending the supplier from the Framework Contract until such time that overdue invoices are paid; and/or
- 6.1.4 terminating this Framework Contract.

7 What happens if the Management Information is wrong?

- 7.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 7.2 Following an MI Failure, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Business Days following receipt of any such reminder.
- 7.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.
- 7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Framework Contract.

8 What happens if Management Information Reports are not provided?

- 8.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an MI Default shall be deemed to have occurred and CCS shall be entitled to:
 - 8.1.1 charge and the Supplier shall pay a default management charge in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Clause 8.2.1 of Schedule 9 (the “**Default Management Charge**”); and/or
 - 8.1.2 suspend the Supplier from the agreement until such time that deficient MI Reports(s) are rectified; and/or
 - 8.1.3 terminate this Framework Contract.
- 8.2 The Default Management Charge shall be the higher of:
 - 8.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 8.2.2 the sum of five hundred pounds (£500).
- 8.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
 - 8.3.1 the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be

entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

- 8.3.2 the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Annex: MI Reporting Template



Schedule 10

Financial Difficulties

1 Definitions

1.1 In this Schedule 10, the following words shall have the following meanings and they shall supplement Schedule 4:

"Credit Rating Threshold"

the minimum credit rating level for the Monitored Company as set out in Annex 2 of Schedule 10;

"Financial Distress Event"

the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor or Print Supplier (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could

	directly impact on the continued performance of this Framework Contract or any Contract and delivery of the Services in accordance with any Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Framework Contract and each Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier the Guarantor or any Key Subcontractor; and
"Rating Agencies"	the rating agencies listed in Annex 1 of Schedule 10.

2 When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule 10 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule 10 shall survive until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any Contract (which might be after the date of termination or expiry of the Framework Contract).

3 What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2 of Schedule 10.
- 3.2 The Supplier shall promptly (and in any event within five (5) Business Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Business Days of the end of each Contract Year and within 10 Business Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using

closing prices on the Business Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the Monitored Company; and

D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Business Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4 What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Clauses 4.2 to 4.5 of Schedule 10.

4.2 The Supplier shall and shall procure that the other Monitored Companies shall:

4.2.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Business Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with this Framework Contract and each Contract; and

4.2.2 where CCS reasonably believes (taking into account the discussions and any representations made under Clause 4.3.1 of Schedule 10) that the Financial Distress Event could impact on the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with each Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any

event, within ten (10) Business Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

- 4.3 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Business Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.4 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.5 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.5.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with this Framework Contract and each Contract;
 - 4.5.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Clause 4.6.1 of Schedule 10, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Clauses 4.4 and 4.5 of Schedule 10 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.5.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.6 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Clause 4.5 of Schedule 10.
- 4.7 CCS shall be able to share any information it receives from the Supplier in accordance with this Clause with any Buyer who has entered into a Contract with the Supplier.

5 When CCS or a Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Framework Contract and Buyers shall be entitled to terminate their Contracts for material Default if:

- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Clause 3.4 of Schedule 10;
- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Clauses 4.3 to 4.5 of Schedule 10; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Clause 4.6.3 of Schedule 10.

6 What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Clause 5 of Schedule 10, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Clauses 4.3 to 4.6 of Schedule 10; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Clause 4.2.2(b) of Schedule 10.

Annex 1: Rating Agencies

DUN & Bradstreet (D&B)

Annex 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	[Redacted]

Schedule 11

Self Audit Certificate

[Supplier guidance: You must ensure that this this annual certificate is completed and sent to CCS' Contract Manager at the end of each Contract Year]

In accordance with Clauses 23.7 (Records retention and right of audit) of the Framework Contract **Framework Ref: RM 6071** entered into on **[Insert Commencement Date dd/mm/yyyy]** between **[Insert Supplier name]** and CCS, we confirm the following:

1. In our opinion based on the testing undertaken **[Insert Supplier name]** is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 100 or 15% (whichever is the lesser) of all Orders and related invoices during our audit for the Contract Year ending **[Insert dd/mm/yyyy]** and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 100 or 15% Orders and related invoices:
 - for the same or similar Services
 - for the UK public sector
 - not supplied under the Framework Contract
 - during our audit for the Contract Year ending **[Insert dd/mm/yyyy]**

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:
 - the methodology used of the review
 - the sampling techniques applied
 - details of any issues identified
 - remedial action taken

Name:.....

Signed:.....

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:.....

Professional Qualification held by Signatory:.....

Schedule 12

Guarantee

1. Definitions

- 1.1 In this Schedule 12, the following words shall have the following meanings and they shall supplement Schedule 4:

“Guarantee” means a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule 12; and

“Guarantor” means any person acceptable to CCS to give a Guarantee.

2. Guarantee

- 2.1 Where CCS has notified the Supplier that [the award of the Framework Contract is conditional upon receipt of] [prior to the execution of the first Contract the Supplier shall provide] a valid Guarantee, then on or prior to the execution of the [Framework Contract] [first Contract], as a condition for the award of the [Framework Contract] [first Contract], the Supplier must have delivered to CCS:

2.1.1 an executed Guarantee from a Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

2.2 If the Supplier fails to deliver the documents as required by Clauses 2.1.1 and 2.1.2 Schedule 12 above within 30 days of request then CCS shall be entitled to terminate this Framework Contract without liability and all Buyers shall be entitled to terminate their Contracts without liability.

2.3 Where CCS has procured a Guarantee from the Supplier pursuant to Clause 2.1 Schedule 12 CCS may terminate this Framework Contract by issuing a termination notice to the Supplier where:

2.3.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.3.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.3.3 an Insolvency Event occurs in respect of the Guarantor;

2.3.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.3.5 the Supplier fails to provide the documentation required by Clause 2.1 of Schedule 12 by the date so specified by CCS,

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to CCS.

- 2.4 Notwithstanding Clause 33.8 of Schedule 2, this Schedule 12 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.

Annex 1 – Form of Guarantee

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

- | | |
|--------------------|-----------------------------------------------------------------------------------------------------|
| ["Authority"] | has the meaning given to it or to "CCS" as applicable in the Framework Contract;] |
| ["Beneficiary(s)"] | means [CCS and all Buyers under all Contracts] and "Beneficiaries" shall be construed accordingly;] |
| ["Contract"] | has the meaning given to it in the Framework Contract;] |

["Framework Contract" means the Framework Contract for the Services dated on or about the date hereof made between CCS and the Supplier;]

["Guaranteed Agreement(s)" means [the Framework Contract and all Contracts] made between a Beneficiary and the Supplier from time to time;]

"Guaranteed Obligations" means all obligations and liabilities of the Supplier to a Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to that Guaranteed Agreement;

["Services" has the meaning given to it in the Framework Contract;]

1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.
3. OBLIGATION TO ENTER INTO A NEW CONTRACT
- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.
4. DEMANDS AND NOTICES
- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Business Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the next Business Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.
6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;

- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

- 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;

- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

- 8.1.5 claim any set off or counterclaim against the Supplier;

- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
 - 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.
12. ASSIGNMENT
- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.
13. SEVERANCE
- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.
14. THIRD PARTY RIGHTS
- 14.1 Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
15. SURVIVAL
- 15.1 This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.
16. GOVERNING LAW
- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

- 16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Schedule 13

Rectification Plan

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by CCS:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Business Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by CCS		Date:	

Schedule 14

Supply Chain Visibility

1. Definitions

- 1.1 In this Schedule 14, the following words shall have the following meanings and they shall supplement Schedule 4:

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 14; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1 The Supplier shall:
- 2.1.1 subject to Clause 2.3 of this Schedule 14, advertise on Contracts Finder:
- (a) all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term; and
 - (b) on a regular basis, the opportunity to register as a Print Supplier;
- 2.1.2 within 90 days of awarding a Sub-Contract further to Clause 2.1.1(a) to a Sub-contractor, update the notice on Contract Finder with details of the successful Sub-contractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 2.1.4 provide reports on the information at Clause 2.1.3 of this Schedule 14 to CCS in the format and frequency as reasonably specified by CCS; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 2.2 Each advert referred to in Clause 2.1.1 of this Schedule 14 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Clause 2.1 of this Schedule 14 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 2.4 Notwithstanding Clause 2.1 of this Schedule 14, CCS may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. **Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Framework Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to CCS which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Framework Contract;
 - (b) the total value of sub-contracted revenues under the Framework Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by CCS from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Clause 3.1(a) –(c) of this Schedule 14 and acknowledges that the template may be changed from time to time (including the data required and/or format) by CCS issuing a replacement version. CCS agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of CCS.

Annex 1
Supply Chain Information Report Template



Supply Chain Information
Report templat

Schedule 15

Framework Implementation Plan, Testing and Framework Services

Part A - Implementation

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable"	any item to be provided as part of the Framework Services;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
Implementation Manager	has the meaning given in paragraph 2.1 of this Part A of this Schedule 15
Implementation Period"	a period of three (3) Months from the Commencement Date;

2. Implementation Manager

2.1 The Supplier shall appoint a suitably skilled and experienced implementation team with an appropriately qualified manager ("**Implementation Manager**") and provide CCS with the name of the Implementation Manager within five (5) Business Days after the Commencement Date. The Implementation Manager shall be responsible for ensuring that the Implementation Period is planned and resourced adequately, and will act as a point of contact for CCS.

3. Agreeing and following the Implementation

- 3.1 The Supplier shall provide a draft Implementation Plan to CCS for its initial review within eight (8) Business Days after the Commencement Date. Such draft Implementation Plan shall comply with paragraph 3.2 below.
- 3.2 The draft Implementation Plan must contain information at the level of detail necessary to manage the implementation stage effectively and as CCS may otherwise require taking into account the length of the Implementation Period and all dependencies known to, or which should reasonably be known to, the Supplier and include:

- 3.2.1 configuration of the Print Marketplace (including branding, Buyer registration (as buyers) and Print Supplier registration);
 - 3.2.2 testing of the Print Marketplace with CCS and Buyers in accordance with Part B (Testing Procedures) of this Schedule 15;
 - 3.2.3 data security requirements;
 - 3.2.4 details of the intended launch and promotion of the Print Marketplace to CCS and potential Buyers;
 - 3.2.5 details of the procedure for attracting and registering Print Suppliers together with relevant timings such that this process can commence during the Implementation Period;
 - 3.2.6 provision of reports; and
 - 3.2.7 details and timings of training to be provided to relevant personnel of CCS in regard to the functioning and use of the Print Marketplace.
- 3.3 Following receipt of the draft Implementation Plan from the Supplier, CCS shall undertake an initial high level review and respond to the Supplier within five (5) Business Days of receiving the draft Implementation Plan with its suggestions and proposals. The Parties shall use reasonable endeavours to agree the Implementation Plan within five (5) Business Days after receipt by the Supplier of CCS' suggestions and proposals. Pursuant to agreement of the Implementation Plan, CCS may undertake a final review of the Implementation Plan which it shall complete within five (5) Business Days. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.5 In addition, the Supplier shall:
- 3.5.1 mobilise all the Services to be provided during the Implementation Period as set out in the Specification and Tender Response Document ;
 - 3.5.2 manage and report progress against the Implementation Plan;
 - 3.5.3 construct and maintain an implementation risk and issue register in conjunction with CCS detailing how risks and issues will be effectively communicated to CCS in order to mitigate them;
 - 3.5.4 attend progress meetings (frequency of such meetings shall be agreed by the Parties acting reasonably) during the

Implementation Period. Implementation meetings shall be chaired by CCS and all meeting minutes shall be kept and published by the Supplier; and

- 3.5.5 ensure that all risks associated with the Implementation Period are minimised to ensure the successful completion by the Supplier of all activities set out in the Implementation Plan.

4. Reviewing and changing the Implementation Plan

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with CCS' instructions and ensure that it is updated on a regular basis.
- 4.2 CCS shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 Changes to any Milestones shall only be made in accordance with the Variation Procedure.
- 4.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

5. Security requirements before any Call-Off Procedures

- 5.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for the required security clearances set out in Schedule 5 (Specification and Tender Response Document) and ensure that all Supplier Staff have the necessary security clearance in place before Services are provided under any Contract. The Supplier shall ensure that this is reflected in the Implementation Plan.
- 5.2 The Supplier shall ensure that all Staff do not access CCS' IT systems, or any IT systems linked to CCS, unless they have satisfied CCS' security requirements set out in Schedule 5 (Specification and Tender Response Document).
- 5.3 The Supplier shall be responsible for providing all necessary information to CCS to facilitate security clearances for Staff and Subcontractors in accordance with CCS' requirements.
- 5.4 The Supplier shall ensure that all Staff and Subcontractors requiring access to CCS Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from CCS, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

6. What to do if there is a Delay

- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay in relation to its fulfilment of the Implementation Plan it shall:
 - 6.1.1 notify CCS as soon as practically possible and no later than within two (2) Business Days from becoming aware of the Delay or anticipated Delay;
 - 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 6.1.3 comply with CCS' instructions in order to address the impact of the Delay or anticipated Delay; and
 - 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

Annex 1: Implementation Plan

[tbc]

Part B - Testing

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by CCS when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Part B of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Part B of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Part B of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Part B of this Schedule;
"Test Witness"	any person appointed by CCS pursuant to Paragraph 9 of this Part B of this Schedule; and

"Testing Procedures"

the applicable testing procedures and Test Success Criteria set out in this Part B of this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until CCS has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, CCS shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Business Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of CCS and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including CCS and/or third party involvement in the conduct of the Tests;

- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Business Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 CCS shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of CCS in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Business Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by CCS and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3 below.
- 7.3 The Supplier shall notify CCS at least 10 Business Days in advance of the date, time and location of the relevant Tests and CCS shall ensure that the Test Witnesses attend the Tests.
- 7.4 CCS may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to CCS in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Business Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Business Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved CCS shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, CCS shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely

responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to CCS upon request.
- 8.3 CCS shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 CCS may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by CCS, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of CCS so as to enable CCS to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by CCS to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 CCS or an agent or contractor appointed by CCS may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 CCS will give the Supplier at least 5 Business Days' written notice of CCS' intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by CCS to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives CCS concern in respect of the Testing Procedures or any Test, CCS shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to CCS' report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, CCS (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of CCS.

11. Outcome of the testing

- 11.1 CCS will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then CCS shall notify the Supplier and:
- 11.2.1 CCS may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
- 11.2.2 CCS may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to CCS' other rights and remedies, such failure shall constitute a material Default.
- 11.3 CCS shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further

review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 CCS shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by CCS of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of CCS of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, CCS shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, CCS shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), CCS shall refuse to issue a Satisfaction Certificate and, without prejudice to CCS' other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, CCS may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless CCS agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by CCS within 10 Business Days of receipt of CCS' report pursuant to Paragraph 10.5); and

11.9.2 where CCS issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy CCS' requirements for that Deliverable or Milestone; or

12.1.2 affect CCS' right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by CCS, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by CCS, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]
From: [CCS]
[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Agreement**") relating to the provision of the [insert description of the Services] between the [*insert full designation of CCS*] ("**CCS**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Commencement Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Agreement.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert full designation of CCS]

PART C - FRAMEWORK SERVICES

[Guidance: Depending on the supplier solution, this section (based on the PSC ICT Services Schedule) may need amending prior to concluding the contract. Amendments are only acceptable where they cover technical aspects and are needed to make the contract 'work'. Amendments which change the risk profile or IPR ownership of CCS cannot be made.]

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings:

“Breach of Security”	the occurrence of: <ul style="list-style-type: none">(a) unauthorised access to or use of the Services, the Supplier System, the Print Marketplace and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Supplier in connection with this Framework Contract or any Contract; and/or(b) loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Supplier in connection with this Framework Contract or any Contract;
“CCS Software”	any software which is owned by or licensed to CCS and which is or will be used by the Supplier for the purposes of providing the Deliverables;
“CCS System”	CCS’ computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by CCS or the Supplier in connection with this Framework Contract which is owned by or licensed to CCS by a third party and which interfaces with the Supplier System or which is necessary for CCS to receive the Deliverables;
“Commercial off the shelf Software” or “COTS Software”	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms

“Documentation”	<p>a) descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to CCS under this Framework Contract as:</p> <p>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by CCS to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>c) is required by the Supplier in order to provide the Deliverables; and/or</p>
	<p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"Due Diligence Information"	<p>any information supplied to the Supplier by or on behalf of the CCS prior to the Commencement Date;</p>
"Emergency Maintenance"	<p>ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;</p>
“Framework Services”	<p>has the meaning given in paragraph 2 of this Part C of this Schedule;</p>
"ICT Environment"	<p>Print Marketplace, CCS System and the Supplier System;</p>
"Maintenance Schedule"	<p>has the meaning given to it in paragraph 8 of this Part C of this Schedule;</p>
"Malicious Software"	<p>any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;</p>
“New Release”	<p>an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance</p>

	enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“Open Source Software”	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
“Operating Environment”	means the CCS System and any premises (including CCS premises, the Supplier’s premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 9.2 of this Part C of this Schedule;
“Software”	Specially Written Software, COTS Software and non-COTS Supplier and third party software;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Framework Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Services, and any and all other information, data, documents, all devices, documents, data, know-how, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Supplier or any

Subcontractor in connection with the Services or otherwise comprise or relate to the Services or the Supplier System;

2. Provision of Framework Services

- 2.1. The Supplier shall provide the following services ("**Framework Services**"):
 - 2.1.1. the development and implementation of Print Marketplace in accordance with Schedule 5 (Specification and Tender Response Document) and Parts A and B of this Schedule 15;
 - 2.1.2. access to and use of Print Marketplace in accordance with Clause 18.4 of Schedule 2 to CCS and the Buyers; and
 - 2.1.3. operation and maintenance of Print Marketplace.
- 2.2. The Supplier shall provide the Framework Services with all reasonable skill and care and in accordance with all applicable Law and Good Industry Practice.
- 2.3. In its performance of the Print Services, the Supplier shall comply at all times:
 - 2.3.1. with CCS' branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> ; and
 - 2.3.2. with any CCS instructions and guidelines, as otherwise notified to the Supplier from time to time, as to the branding, presentation and look of Print Marketplace and use of any logos or designs belonging to CCS.

3. CCS due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of CCS;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the CCS System; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Framework Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised CCS in writing of:

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Framework Services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

4. Warranties

- 4.1. The warranties in this paragraph 3 of Part C of this Schedule 15 supplement those provided by the Supplier elsewhere in this Framework Contract.
- 4.2. The Supplier represents and warrants that:
 - 4.2.1. it has and shall continue to have all necessary rights in and to the Supplier System made available by the Supplier (and/or any Sub-contractor) to CCS and the Buyers which are necessary for the performance of the Supplier's obligations under this Agreement including the receipt of the Services by CCS and the Buyer;
 - 4.2.2. the Supplier Systems and the Services are and will remain free of Malicious Software;
 - 4.2.3. all software used by the Supplier in connection with Print Marketplace shall:
 - 4.2.3.1. be free from material design and programming errors;
 - 4.2.3.2. perform in all material respects in accordance with the relevant specifications contained in Schedule 5 (Specification and Tender Response Document); and
 - 4.2.3.3. not infringe any IPR.

5. Software

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of CCS and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify CCS three (3) Months before the release of any new COTS Software or upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
 - 5.1.4. ensure that the Deliverables are fully compatible with any CCS Software, CCS System, or otherwise used by the Supplier in connection with this Framework Contract;
 - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or CCS' operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall comply with all standards and quality requirements specified in Schedule 5 (Specification and Tender Response Document).
- 6.2. The Supplier shall ensure that the Supplier Personnel shall at all times during the Term:
 - 6.2.1. be appropriately experienced, qualified and trained to supply the Services in accordance with this Framework Contract;
 - 6.2.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.2.3. obey all lawful instructions and reasonable directions of CCS (including, if so required by CCS, the ICT Policy) and provide the Services to the reasonable satisfaction of CCS.

7. Key Personnel

- 7.1. The Supplier shall deploy the following persons in the provision of the Services ("**Key Personnel**"):

[Redacted]

- 7.2. The Supplier shall not, without CCS' prior written consent (not to be unreasonably withheld or delayed), replace any of the Key Personnel. CCS acknowledges that the Supplier will have to replace a member of the Key Personnel where such person leaves the employment of the Supplier, in which case CCS shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).

8. ICT Audit

- 8.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 8.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 8.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 8.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

9. Maintenance of the ICT Environment

- 9.1. The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") in accordance with the timetable and instructions specified by CCS in Schedule 5 (Specification and Tender Response Document) and make it available to CCS for Approval.

- 9.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 9.3. The Supplier shall give as much notice as is reasonably practicable to CCS and the relevant Buyers prior to carrying out any Emergency Maintenance.
- 9.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables and the Services.

10. Intellectual Property Rights in ICT

10.1. Assignments granted by the Supplier: Specially Written Software

- 10.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to CCS with full guarantee (or shall procure assignment to CCS), title to and all rights and interest in the Specially Written Software together with and including:
 - 10.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 10.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 10.1.2. The Supplier shall:
 - 10.1.2.1. inform CCS of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 10.1.2.2. deliver to CCS the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to CCS and CCS shall become the owner of such media upon receipt; and
 - 10.1.2.3. without prejudice to paragraph 10.1.2.2, provide full details to CCS of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier

hereby grants to CCS and shall procure that any relevant third party licensor shall grant to CCS a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable CCS to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

- 10.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to CCS.

10.2. Licences for non-COTS IPR from the Supplier and third parties to CCS

- 10.2.1. Unless CCS gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

- 10.2.2. Where CCS Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to CCS a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of CCS's (or, if CCS is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 10.2.3. Where CCS Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 10.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 10.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

- 10.2.3.2. only use such third party IPR as referred to at paragraph 10.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

- 10.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

- 10.2.5. The Supplier may terminate a licence granted under paragraph 10.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

10.3. Licenses for COTS Software by the Supplier and third parties to the Buyer

- 10.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to CCS on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.2. Where the Supplier owns the COTS Software it shall, if requested by CCS to do so, make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 10.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.4. The Supplier shall notify CCS within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 10.3.4.1. will no longer be maintained or supported by the developer;
or
- 10.3.4.2. will no longer be made commercially available

10.4. CCS' right to assign/novate licences

- 10.4.1. CCS may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 10.2 to:
- 10.4.1.1. a Central Government Body; or
- 10.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 10.4.2. If CCS ceases to be a Central Government Body, the successor body to CCS shall still be entitled to the benefit of the licences granted in paragraph 10.2.

10.5. Licence granted by CCS

- 10.5.1. CCS grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use CCS Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Framework Contract, including the right to grant sub-licences to Sub-contractors provided that any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as the confidentiality provisions set out in Schedule 3.

10.6. Open Source Publication

- 10.6.1. Unless CCS otherwise agrees in advance in writing (and subject to paragraph 10.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to CCS) into a format, which is:
- 10.6.1.1. suitable for publication by CCS as Open Source; and
 - 10.6.1.2. based on Open Standards (where applicable),
and CCS may, at its sole discretion, publish the same as Open Source.
- 10.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 10.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by CCS will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or CCS System;
 - 10.6.2.2. have been developed using reasonable endeavours to ensure that their publication by CCS shall not cause any harm or damage to any party using them;
 - 10.6.2.3. do not contain any material which would bring CCS into disrepute;
 - 10.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 10.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by CCS to the Supplier; and
 - 10.6.2.6. do not contain any Malicious Software.
- 10.6.3. Where CCS has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party

IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

10.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

10.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and CCS's ability to publish such other items or Deliverables as Open Source.

11. Malicious Software

11.1. The Supplier shall, throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the Supplier System.

11.2. If Malicious Software is found in the Supplier System, the Supplier shall take all reasonably steps to reduce the effect of the Malicious Software and prevent loss of operational efficiency or loss or corruption of Government Data.

12. Security

12.1. The Supplier acknowledges that CCS places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.

12.2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

12.2.1. is in accordance with the Law;

12.2.2. complies with this Framework Contract in particular the security requirements set out Schedule 5 (Specification and Tender Response Document) and Paragraph 14 of this Schedule 15;

12.2.3. as a minimum demonstrates Good Industry Practice; and

12.2.4. meets any specific security threats of immediate relevant to the Services and/or the Government Data.

13. Breach of Security

13.1. Either Party shall notify the other in accordance with any agreed security incident management process upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

13.2. Without prejudice to the security incident management process referred to in Paragraph 13.1 of this Part C of this Schedule 15, upon becoming aware of any of the circumstances referred to in Paragraph 13.1 of this Part C of this Schedule 15, the Supplier shall

13.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by CCS) necessary to:

- 13.2.1.1.minimise the extent of actual or potential harm caused by any Breach of Security;
- 13.2.1.2.remedy such Breach of Security to the extent possible and protect the integrity of CCS and CCSs and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- 13.2.1.3.an equivalent breach in the future exploiting the same cause failure; and
- 13.2.1.4.as soon as reasonably practicable provide to CCS, where CCS so requests, full details of the Breach of Security or attempted Breach of Security, including a cause analysis where required by CCS.

13.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Supplier with the security requirements set out in Schedule 5 (Specification and Tender Response Document) or this Schedule 15, then any required change to the Supplier's security management arrangements in relation to this Framework Contract shall be at no cost to CCS.

14. Security Management Plan

14.1. Introduction

- 14.1.1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

14.2. Content of the Security Management Plan

14.2.1. The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Framework Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by CCS with access to the Deliverables, processes associated with the provision of the Deliverables, CCS premises, the Sites and any ICT, Information and data (including CCS's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including CCS premises, the Sites, and any ICT, Information and data (including CCS's Confidential Information and the Government Data) to the extent used by CCS or the Supplier in connection with this Framework Contract or in connection with any

system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Framework Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Framework Contract and, where necessary in accordance with paragraph 14.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and CCS engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 15.

14.3. Development of the Security Management Plan

- 14.3.1. Within twenty (20) Business Days after the Commencement Date and in accordance with Paragraph 14.4, the Supplier shall prepare and deliver to CCS for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan, if any.
- 14.3.2. If the Security Management Plan submitted to CCS in accordance with Paragraph 14.3.1, or any subsequent revision to it in accordance with Paragraph 14.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule 15. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Business Days of a notice of non-approval from CCS and re-submit to CCS for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Business Days from the date of its first submission to CCS. If CCS does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 14.3.3. CCS shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 14.3.2. However a refusal by CCS to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 14.2 shall be deemed to be reasonable.

- 14.3.4. Approval by CCS of the Security Management Plan pursuant to Paragraph 14.3.2 or of any change to the Security Management Plan in accordance with Paragraph 14.4 shall not relieve the Supplier of its obligations under this Schedule 15.

14.4. Amendment of the Security Management Plan

- 14.4.1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 14.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by CCS.
- 14.4.2. The Supplier shall provide CCS with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to CCS. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 14.4.3. Subject to Paragraph 14.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 14.4.1, a request by CCS or otherwise) shall be subject to the Variation Procedure.
- 14.4.4. CCS may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

15. [Supplier-Furnished Terms]

15.1. [Software as a Service Terms]

- 15.1.1. Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule].

[Guidance: If necessary, Supplier user terms for SAAS can be can be included here with the caveat that they apply only to the extent they do not contradict, or cause any ambiguity with, the terms of the Framework Contract or any Contract.]

Schedule 16

Registration and Management of Print Suppliers

The Supplier shall collect the information as set out in the template below as minimum, excluding potential Print Suppliers who are caught by the exclusions and cannot demonstrate proof of self-cleaning.

Section A Company Information

Section A.1 Your information		
No	Description	Response
A1.1	Name (registered name if registered)	
A1.2	Office Address (registered address if registered)	
A1.3	Website address (if applicable)	
A1.4	VAT Number	
A1.5	Are you a Small, Medium or Micro Enterprise (SME)? See the definition of SME at: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en	
A1.6	DUNS number (of head office, if applicable)	
A1.7	Date of registration (if applicable) or date of formation	
A1.8	Registration number (company, partnership, charity etc.) if applicable	
A1.9	What is your trading status?	Public limited company
		Limited Company
		Limited Liability partnership
		Other partnership
		Sole trader
		Third sector
		other
A1.10	If you chose 'Other' for the previous question give details	
A1.11	What trading name(s) will be used if successful in registration?	
A1.12	Which of these classifications apply to you?	Voluntary Community Social Enterprise (VCSE)
		Sheltered Workshop
		Public Service Mutual
		None of these
A1.3	Do you have an immediate parent company?	If yes complete section A.2
A1.4	Do you have an ultimate parent company?	If yes complete section A.3

Section A.2 Immediate Parent information		
No	Description	Response
A2.1	Name (registered name if registered)	
A2.2	Office Address (registered address if registered)	
A2.3	Registration number if applicable	

A2.4	DUNS number (of head office, if applicable)	
A2.5	VAT number	

Section A.3 Ultimate Parent information		
No	Description	Response
A3.1	Name (registered name if registered)	
A3.2	Office Address (registered address if registered)	
A3.3	Registration number if applicable	
A3.4	DUNS number (of head office, if applicable)	
A3.5	VAT number	

Section B Exclusion Grounds Declaration

The regulations which govern how we procure specify that we must exclude any organisation which has been convicted of certain offences.

For these mandatory exclusion grounds only, you must respond for your organisation and for all relevant persons and entities. Each organisation must decide which entities and persons are relevant.

There are two categories of persons and entities that may be relevant:

- Members of the organisation's administrative, management or supervisory board. This category will typically cover company directors and members of an executive board
- Entities and persons who have powers of representation, decision or control. This could be:
 - entities or persons with a 25% or more shareholding
 - entities or persons with less than 25% shareholding who have the relevant powers depending on their particular rights
 - a supplier's ultimate parent company that has powers of representation, decision or control
 - intermediate parent companies that do not have a direct shareholding
 - directors or members of an executive board of their immediate parent company (for example, in the case of an SPV set up specifically to bid for a particular contract)
 - holders of mortgages or liens

It isn't necessary for you to identify which entities and persons you think are covered in the declarations. However, you must be satisfied that the declaration is made in respect of all of those that are relevant.

Section B.1 Exclusion Grounds Declaration - convictions	
Within the past five years, anywhere in the world, have you or any person who is a member of your organisation administrative, management or supervisory body or has powers of representation, decision or control in your organisation been convicted of any of the offences identified in the questions below?	

No	Description	Response
B1.1	<p>Participation in a criminal organisation</p> <p>Participation offence as defined by section 45 of the Serious Crime Act 2015</p> <p>Conspiracy within the meaning of:</p> <ul style="list-style-type: none"> • section 1 or 1A of the Criminal Law Act 1977 or • article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 <p>where that conspiracy relates to participation in a criminal</p>	Yes/No?

	organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.	
B1.2	<p>Corruption</p> <ul style="list-style-type: none"> • Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 • The common law offence of bribery • Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983 	Yes/No?
B1.3	<p>Fraud</p> <p>Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> • the common law offence of cheating the Revenue • the common law offence of conspiracy to defraud • fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 • fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006 • fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994 • an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993 • destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969 • fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006 • the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act. 	Yes/No?
B1.4	<p>Money laundering or terrorist financing</p> <ul style="list-style-type: none"> • Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002 • An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996. 	Yes/No?
B1.5	<p>Child labour and other forms of trafficking human beings</p> <ul style="list-style-type: none"> • An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; • An offence under section 59A of the Sexual Offences Act 2003 • An offence under section 71 of the Coroners and Justice Act 2009 • An offence in connection with the proceeds of drug trafficking within 	Yes/No?

	the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 • An offence under section 1, section 2 or section 4 of the Modern Slavery Act 2015.	
B1.6	Other offences • Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland. • Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	Yes/No?
B1.7	If you have answered Yes to any of the questions above, in this section please explain what measures have been taken to ensure that the relevant grounds for exclusion will not be triggered again. This is called self-cleaning.	[free text if applicable]

Section B.2 Grounds for mandatory and discretionary exclusion relating to the payment of taxes and social security contributions

Exclusion relating to the payment of taxes and social security contributions

The regulations which govern how we procure specify that we must or may (depending on the breach) exclude any organisation which is in breach of its obligations relating to the payment of taxes and social security contributions.

We reserve our right to use our discretion to exclude a supplier where we can demonstrate by any appropriate means that the supplier is in breach of its obligations relating to the payment of taxes or social security contributions.

For these exclusion grounds you must respond for your organisation. (If you are the lead member of a consortium, you do not need to complete these particular questions on behalf of other members of the group or consortium, because they must complete Parts 2, 2A, 3 and 4 for themselves, using the 'information and declaration' workbook or an EU ESPD)

If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have 'self-cleaned' as follows:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.

The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the procurement process. Our decision will be final.

If you cannot provide evidence of 'self-cleaning' that is acceptable to us, you will be excluded from registration
We will tell you if you are excluded and say why.

No	Description	Response
B2.1	Has your organisation committed a breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision that has a final and binding effect?	Yes/No?
B2.2	<p>If you have answered yes to the question above</p> <p>Please provide these details for each occurrence:</p> <ul style="list-style-type: none"> • Country or Member State concerned • what is the amount concerned • how the breach was established, i.e. through a judicial or administrative decision or by other means • if the breach has been established through a judicial or administrative decision please provide the date of the decision • if the breach has been established by other means please specify the means <p>or enter N/A</p>	[free text if applicable]
B2.3	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum, including, where applicable, any accrued interest and / or fines.	Yes/No/N/A?
B2.3	<p>Have any of your organisation's tax returns submitted on or after 1 October 2012 been found to be incorrect, as a result of any of:</p> <ul style="list-style-type: none"> • HMRC successfully challenging you under the General Anti – Abuse Rule (GAAR) or the "Halifax" abuse principle; or • a tax authority in a jurisdiction in which you are established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or "Halifax" abuse principle; • a failure to notify, or failure of an avoidance scheme in which you are or were involved, under the Disclosure of Tax Avoidance Scheme rules (DOTAS), VADR (Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005)) or any equivalent or similar regime in a jurisdiction in which the supplier is established. 	Yes/No?
B2.4	Please provide these details for each occurrence:	[free text or N/A]

	<ul style="list-style-type: none"> • Country or Member State concerned • what is the amount concerned • how and when the breach was established or challenge brought or enter N/A 	
B2.5	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum, including, where applicable, any accrued interest and / or fines.	Yes/No/N/A
B2.6	<p>If you have answered yes to any questions in this section exclusion relating to the payment of taxes and social security contributions, and evidence of meeting all obligations is available electronically, please provide:</p> <ul style="list-style-type: none"> • web address • issuing authority • precise reference of the documents 	[free text or N/A]

Section B.3 Grounds for discretionary exclusion

The regulations which govern how we procure specify that we may exclude any organisation which has been convicted of certain offences, has been subject to certain proceedings, has had unacceptable conduct or has violated obligations in the field of environmental, social and labour law.

For these exclusion grounds you must respond for your organisation

If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have 'self-cleaned' as follows:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.

The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the procurement process. Our decision will be final.

If you cannot provide evidence of 'self-cleaning' that is acceptable to us, you will be excluded from the competition. We will tell you if you are excluded and say why.

No	Description	Response
	Within the past three years, anywhere in the world, have any of the situations listed in questions below applied to your organisation?	
B3.1	Obligations in the fields of environmental, social and labour law established by EU law, national law or collective agreements	Yes/No?

	<p>Violation of applicable obligations in the fields of environmental, social and labour law established by EU law, national law or collective agreements; including, but not limited to:</p> <ul style="list-style-type: none"> • The organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial notices in relation to the Health and Safety Executive (or equivalent body) • The organisation has been convicted of a breach of the Health and Safety legislation • The organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination • Any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) • The organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006 • The organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006 • The organisation has been in breach of the National Minimum Wage Act 1998 	
B3.2	<p>Obligations in the fields of environmental, social and labour law listed in Annex X of the Public Procurement Directive 2014/24/EU</p> <p>Violation of applicable obligations in the fields of environmental, social and labour law established by these international environmental, social and labour law provisions:</p> <ul style="list-style-type: none"> • ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise • ILO Convention 98 on the Right to Organise and Collective Bargaining • ILO Convention 29 on Forced Labour • ILO Convention 105 on the Abolition of Forced Labour • ILO Convention 138 on Minimum Age • ILO Convention 111 on Discrimination (Employment and Occupation) • ILO Convention 100 on Equal Remuneration • ILO Convention 182 on Worst Forms of Child Labour • Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer • Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention) • Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention) 	Yes/No?

	<ul style="list-style-type: none"> • Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols 	
B3.3	<p>Grave professional misconduct</p> <ul style="list-style-type: none"> • Is guilty of grave professional misconduct 	Yes/No?
B3.4	<p>Distortion of Competition</p> <ul style="list-style-type: none"> • Has entered into agreements with other economic operators aimed at distorting competition 	Yes/No?
B3.6	<p>Conflict of Interest</p> <ul style="list-style-type: none"> • Has been aware of conflict of interest within the meaning of regulation 24 due to the participation of the procurement procedure 	Yes/No?
B3.7	<p>Prior performance issues</p> <ul style="list-style-type: none"> • Has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions 	Yes/No?
B3.8	<p>Misrepresentation and undue influence</p> <ul style="list-style-type: none"> • Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria • Has withheld such information • Is not able, without delay, to submit supporting documents if or when required <p>Has undertaken:</p> <ul style="list-style-type: none"> • to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or • to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award 	Yes/No?
B3.9	<p>Misrepresentation and undue influence</p> <ul style="list-style-type: none"> • Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria • Has withheld such information 	Yes/No?

	<ul style="list-style-type: none"> • Is not able, without delay, to submit supporting documents if or when required <p>Has undertaken:</p> <ul style="list-style-type: none"> • to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or • to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award 	
B3.10	<p>If you answered Yes to any of the questions above, please attach a file to provide further details as appropriate including:</p> <ul style="list-style-type: none"> • Date of the violation or offence • Which of the grounds listed applied • The facts and circumstances relating to the violation or offence • Details of investigations carried out by relevant authorities • Evidence that you have paid or made arrangements to pay any compensation due • Web address of relevant documentation • Issuing authority • Precise reference of the documents 	Yes/No?
B3.11	<p>If you have answered Yes to any of the questions above, please explain what measures have been taken to ensure that the relevant grounds for exclusion will not be triggered again. This is called self-cleaning.</p> <p>Or enter N/A</p>	

Section C Suitability

The supplier code of conduct exists to help suppliers to understand the standards and behaviours that are expected when you work with Government, and how you can help Government deliver for taxpayers

Description	Response
<p>Supplier code of conduct</p> <p>Please self-certify that your organisation will comply with the 'Supplier Code of Conduct' guidance which can be found at the following link:</p> <p>https://www.gov.uk/government/publications/supplier-code-of-conduct</p>	Yes/No

Schedule 17

Staff Transfer

1. Definitions

1.1 In this Schedule, the following words have the following meanings:

“Contract”	the Framework Contract (for the purposes of this Schedule 17 only);
"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by CCS or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying the Deliverables to CCS before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**"Staffing
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as CCS may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Authority Employees"

those employees of CCS to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- *Part E (Staff Transfer on Exit)*

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from CCS of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of CCS at any time (provided that CCS shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by CCS.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to CCS or at the direction of CCS to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 CCS shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of CCS, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by CCS (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade,

skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to CCS and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give CCS and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by CCS, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with CCS and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify CCS or, at the direction of CCS, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional

- Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to CCS and/or the Replacement Supplier (unless otherwise instructed by CCS (acting reasonably));
 - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to CCS such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which CCS may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, CCS may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as CCS may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide all reasonable cooperation and assistance to CCS, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to CCS or, at the direction of CCS, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. CCS and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify CCS and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the

Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify CCS and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide CCS and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable CCS, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. CCS shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, CCS shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Appendix A

Call-off Terms and Conditions for the Provision of Services

Please see separate document.