**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

**CALL-OFF REFERENCE**: SOFTWARE CHANNEL PARTNER CONTRACT

**THE BUYER**: The Home Office

**BUYER ADDRESS** 2 Marsham Street, London, SW1P 4DF

**THE SUPPLIER:** Phoenix Software Limited

**SUPPLIER ADDRESS:** Bytes House, Randalls Way, Leatherhead, Surrey,

KT22 7TW

**REGISTRATION NUMBER:** 02548628

**DUNS NUMBER:** REDACTED

**SID4GOV ID:** REDACTED

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables.

It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

**CALL-OFF LOT(S):**

* Lot 3 Software & Associated Services

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:

* **Joint Schedules for RM6068** 
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* **Call-Off Schedules** **for “Software Channel Partner Contract”**
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  + Call-Off Schedule 9 (Security) Part C
  + Call-Off Schedule 10 (Exit Management) Part B
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.6)
2. Appendix B – Statement of Requirements
3. Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

**CALL-OFF START DATE**

08/01/2024

**CALL-OFF EXPIRY DATE**

08/01/2029

**CALL-OFF INITIAL PERIOD**

5 Years

**CALL-OFF OPTIONAL EXTENSION** **PERIOD**

Not Applicable

**CALL-OFF CONTRACT VALUE**

£75,000,000 (Seventy Five Million Pounds Sterling) (Zero Commitment & Ex VAT)

**CALL-OFF DELIVERABLES**

REDACTED

The Buyer anticipates that the software to be procured under this Call-Off Contract are as listed in Call Off Schedule 20 – Specification

**LOCATION FOR DELIVERY**

REDACTED

**Buyer Addresses**

2 Marsham Street, London, SW1P 4DF

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as specified in the software vendors terms and conditions/end user licence agreement.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges for this agreement are £15,000,000 (Fifteen Million Pounds Sterling) excluding VAT

**CALL-OFF CHARGES**

REDACTED

**REIMBURSABLE EXPENSES**

Not Applicable

**PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Buyer’s order. The Buyer shall enact payment via BACS transfer.

**BUYER’S INVOICE ADDRESS:**

REDACTED

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

REDACTED

**SUPPLIER’S CONTRACT MANAGER**

REDACTED

**OPEN BOOK ACCOUNTING**

The Supplier will provide open book accounting to the Authority upon request, the requested information must be provided to the Authority promptly and include visibility of reseller and distributor mark ups.

**PROGRESS REPORT FREQUENCY**

Service Review Report to be provided to the Authority on or before the 5th calendar day of each month.

**PROGRESS MEETING FREQUENCY**

Weekly, Monthly and Quarterly meetings to take place between the Supplier and the Authority.

**KEY SUBCONTRACTOR(S)**

The Supplier does not anticipate that it will engages a subcontractor to assist with the provision of the Supplier’s deliverables. Software required by the Buyer shall be procured as set out in Call Off Schedule 20 – Specification.

**COMMERCIALLY SENSITIVE INFORMATION**

The Supplier’s pricing information and any detailed pricing breakdown.

**SERVICE CREDITS**

Any service credits or the applicable remedies are detailed in Call-Off Schedule 14 (Service Levels).

**ADDITIONAL INSURANCES**

Not Applicable.

**GUARANTEE**

Not Applicable.

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: | REDACTED | Role: | REDACTED |
| Date: | REDACTED | Date: | REDACTED |

**Joint Schedule 1 (Definitions)**

* 1. In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
  2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
  3. In each Contract, unless the context otherwise requires:
     1. the singular includes the plural and vice versa;
     2. reference to a gender includes the other gender and the neuter;
     3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
     4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
     5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
     6. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
     7. references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;
     8. references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
     9. references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
     10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
     11. the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
     12. where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
  4. In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| --- | --- |
| "Additional Insurances" | 1. insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| "Admin Fee” | 1. means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees; |
| "Affected Party" | 1. the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | 1. 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; |
| “Annex” | 1. extra information which supports a Schedule; |
| "Approval" | 1. the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly; |
| “Associated Services” | 1. the Associated Services detailed in Framework Schedule 1 and available for Buyers to procure as part of a Call-Off Contract that also involves the supply of Goods; |
| "Audit" | 1. the Relevant Authority’s right to: 2. verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); 3. 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; 4. verify the Open Book Data; 5. verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; 6. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), 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; 7. 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 Deliverables; 8. obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; 9. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; 10. 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; 11. 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 12. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| "Auditor" | 1. the Relevant Authority’s internal and external auditors; 2. the Relevant Authority’s statutory or regulatory auditors; 3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; 4. HM Treasury or the Cabinet Office; 5. any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and 6. successors or assigns of any of the above; |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | 1. any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | 1. the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| "Beneficiary" | 1. a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Buyer" | 1. the relevant public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | 1. 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 Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | 1. the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |
| "Buyer Premises" | 1. premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| "Call-Off Contract" | 1. the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| "Call-Off Contract Period" | 1. the Contract Period in respect of the Call-Off Contract; |
| "Call-Off Expiry Date" | 1. the date of the end of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Incorporated Terms" | 1. the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| "Call-Off Initial Period" | 1. the Initial Period of a Call-Off Contract specified in the Order Form; |
| "Call-Off Optional Extension Period" | 1. such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form; |
| "Call-Off Procedure" | 1. the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria); |
| "Call-Off Special Terms" | 1. any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| "Call-Off Start Date" | 1. the date of start of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Tender" | 1. the tender submitted by the Supplier in response to the Buyer’s Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender) where this is used; |
| "CCS" | 1. the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| "CCS Authorised Representative" | 1. the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |
| "Central Government Body" | 1. 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:    1. Government Department;    2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);    3. Non-Ministerial Department; or    4. Executive Agency; |
| "Change in Law" | 1. any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | 1. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| "Claim" | 1. any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | 1. the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| “Commercial off the shelf Software” or “COTS Software” | 1. 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 |
| "Comparable Supply" | 1. the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | 1. the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | 1. 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" | 1. a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| "Contract" | 1. either the Framework Contract or the Call-Off Contract, as the context requires; |
| "Contracts Finder" | 1. the Government’s publishing portal for public sector procurement opportunities; |
| "Contract Period" | 1. the term of either a Framework Contract or Call-Off Contract from the earlier of the:    1. applicable Start Date; or    2. the Effective Date   until the applicable End Date; |
| "Contract Value" | 1. the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| "Contract Year" | 1. a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| "Control" | 1. control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| “Controller” | 1. has the meaning given to it in the GDPR; |
| “Core Terms” | CCS’ standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| "Costs" | 1. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:    1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:       1. base salary paid to the Supplier Staff;       2. employer’s National Insurance contributions;       3. pension contributions;       4. car allowances;       5. any other contractual employment benefits;       6. staff training;       7. work place accommodation;       8. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and       9. reasonable recruitment costs, as agreed with the Buyer;    2. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;    3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and    4. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; 2. but excluding:    1. Overhead;    2. financing or similar costs;    3. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;    4. taxation;    5. fines and penalties;    6. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and    7. non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| "Crown Body" | 1. 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; |
| "CRTPA" | 1. the Contract Rights of Third Parties Act 1999; |
| “Data Loss Event” | 1. any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach; |
| "Data Protection Legislation" | 1. (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 Impact Assessment | 1. an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| "Data Protection Officer" | 1. has the meaning given to it in the GDPR; |
| "Data Subject" | 1. has the meaning given to it in the GDPR |
| "Data Subject Access Request" | 1. 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; |
| “Dead on Arrival/Installation” or “DOA” or “DOI” | 1. means once removed from its packaging at a Buyer’s premises, the delivered device fails to work in accordance with the manufacturer’s specification; |
| "Deductions" | 1. all Service Credits, Delay Payments (in both cases if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| "Default" | 1. any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| "Default Management Charge" | 1. has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| "Delay Payments" | 1. the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| "Deliverables" | 1. Goods and/or Services that may be ordered under the Contract including the Documentation; |
| "Delivery" | 1. delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer in writing to the Supplier. "**Deliver**" and "**Delivered**" shall be construed accordingly; |
| “Device as a Service” | 1. a sourcing model whereby the Buyer pays a subscription for the provision by the Supplier of a hardware device together with bundled software and/or services |
| "Disaster" | 1. the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the **"Disaster Period**"); |
| "Disclosing Party" | 1. the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| "Dispute" | 1. any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the 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" | 1. the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| "Documentation" | descriptions of the Services and Service Levels, 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 the Buyer under a Contract as:   * 1. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables   2. is required by the Supplier in order to provide the Deliverables; and/or   3. has been or shall be generated for the purpose of providing the Deliverables; |
| "DOTAS" | 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; |
| “DPA 2018” | The Data Protection Act 2018; |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| "Effective Date" | 1. the date on which the final Party has signed the Contract; |
| "EIR" | 1. the Environmental Information Regulations 2004; |
| "Employment Regulations" | 1. the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| "End Date" | the earlier of:   * 1. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or   2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| “Endemic Failure” | means a failure rate equal to or above 300% the mean time to failure under Goods testing by the manufacturer |
| “End of Life (EOL)” | means the Goods are no longer being manufactured and there is insufficient stock of such Goods available in the supply chain to meet the full Buyer requirement and/or Order. |
| "Environmental Policy" | 1. 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; |
| “Estimated Year 1 Charges” | 1. the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |

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| "Estimated Yearly Charges" | 1. means for the purposes of calculating each Party’s annual liability under clause 11.2 : 2. i)  in the first Contract Year, the Estimated Year 1 Charges; or 3. ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or       iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |

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| "Equality and Human Rights Commission" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Existing IPR" | 1. any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| "Extension Period" | 1. the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| "FOIA" | 1. 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" | 1. any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:    1. 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 a Contract;    2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;    3. acts of a Crown Body, local government or regulatory bodies;    4. fire, flood or any disaster; or    5. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:       1. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;       2. 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       3. any failure of delay caused by a lack of funds; |
| "Force Majeure Notice" | 1. 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 Award Form" | 1. the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| "Framework Contract" | 1. the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice; |
| "Framework Contract Period" | 1. the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract; |
| "Framework Expiry Date" | 1. the date of the end of the Framework Contract as stated in the Framework Award Form; |
| "Framework Incorporated Terms" | 1. the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| "Framework Initial Period" | 1. the initial term of the Framework Contract as specified in the Framework Award Form; |
| "Framework Optional Extension Period" | 1. such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form; |
| "Framework Price(s)" | 1. the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| "Framework Special Terms" | 1. any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| "Framework Start Date" | 1. the date of start of the Framework Contract as stated in the Framework Award Form; |
| "Framework Tender Response" | 1. the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response); |
| "Further Competition Procedure" | 1. the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria); |
| "GDPR" | 1. the General Data Protection Regulation (Regulation (EU) 2016/679) |
| "General Anti-Abuse Rule" | * 1. the legislation in Part 5 of the Finance Act 2013 and; and   2. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| "General Change in Law" | 1. 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; |
| "Goods" | 1. goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ; |
| "Good Industry Practice" | 1. 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" | 1. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Government Data" | * 1. 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 the Authority’s Confidential Information, and which:      1. are supplied to the Supplier by or on behalf of the Authority; or      2. the Supplier is required to generate, process, store or transmit pursuant to a Contract; or   2. any Personal Data for which the Authority is the Data Controller; |
| "Government Procurement Card" | 1. the Government’s preferred method of purchasing and payment for low value goods or services; 2. https://www.gov.uk/government/publications/government-procurement-card--2; |
| "Guarantor" | 1. the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| "Halifax Abuse Principle" | 1. the principle explained in the CJEU Case C-255/02 Halifax and others; |
| "HMRC" | 1. Her Majesty’s Revenue and Customs; |
| "ICT Policy" | 1. the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| "Impact Assessment" | 1. an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:    1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;    2. details of the cost of implementing the proposed Variation;    3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;    4. a timetable for the implementation, together with any proposals for the testing of the Variation; and    5. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| "Implementation Plan" | 1. the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing ) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| "Indemnifier" | 1. a Party from whom an indemnity is sought under this Contract; |
| "Information" | 1. has the meaning given under section 84 of the Freedom of Information Act 2000; |
| “Information assurance (IA)” | 1. is the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes |
| "Information Commissioner" | 1. 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; |
| "Initial Period" | 1. the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| "Insolvency Event" | * 1. in respect of a person:   2. 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   3. 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   4. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or   5. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or   6. 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   7. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or   8. 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   9. 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   10. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction; |
| "Installation Works" | 1. all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract; |
| "Intellectual Property Rights" or "IPR" | * 1. 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;   2. 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   3. all other rights having equivalent or similar effect in any country or jurisdiction; |
| "Invoicing Address" | 1. the address to which the Supplier shall Invoice the Buyer as specified in the Order Form; |
| "IPR Claim" | 1. any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| "IR35" | 1. 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>; |
| “Joint Controllers” | 1. where two or more Controllers jointly determine the purposes and means of processing; |
| "Key Personnel" | 1. the individuals (if any) identified as such in the Order Form; |
| "Key Sub-Contract" | 1. each Sub-Contract with a Key Subcontractor; |
| "Key Subcontractor" | 1. any Subcontractor:    1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or    2. 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 Deliverables; and/or    3. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,   and the Supplier shall list all such Key Subcontractors in section 20 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| "Know-How" | 1. all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date; |
| "Law" | 1. 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” | 1. Law Enforcement Directive (Directive (EU) 2016/680) |
| "Losses" | 1. all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly; |
| "Lots" | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| "Man Day" | 1. 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |
| "Management Charge" | 1. the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |
| "Management Information" or “MI” | 1. the management information specified in Framework Schedule 5 (Management Charges and Information); |
| “Margin” | 1. means the percentage by which the price for Goods exceeds the Supplier’s costs in relation to those Goods, excluding any other supply chain rebates and shipping/delivery |
| "Marketing Contact" | 1. shall be the person identified in the Framework Award Form; |
| “MI Default” | 1. means whentwo (2) MI Reports are not provided in any rolling six (6) month period |
| "MI Failure" | 1. means when an MI report:    1. contains any material errors or material omissions or a missing mandatory field; or    2. is submitted using an incorrect MI reporting Template; or    3. is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| "MI Report" | 1. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| "MI Reporting Template" | 1. means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| "Milestone" | 1. an event or task described as such in the Implementation Plan; |
| "Milestone Date" | 1. the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |
| "Milestone Payment" | 1. a payment identified in the Implementation Plan to be made following the satisfactory achievement of the relevant Milestone; |
| "Month" | 1. a calendar month and "**Monthly**" shall be interpreted accordingly; |
| "National Insurance" | 1. 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" | * 1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or   2. 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;  1. but shall not include the Supplier’s Existing IPR; |
| "Occasion of Tax Non–Compliance" | 1. where:    1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:       1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;       2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or    2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion; |
| "Open Book Data" | 1. complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:    1. the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;    2. operating expenditure relating to the provision of the Deliverables including an analysis showing:       1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;       2. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;       3. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and       4. Reimbursable Expenses, if allowed under the Order Form;    3. Overheads;    4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;    5. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;    6. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;    7. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and    8. the actual Costs profile for each Service Period; |
| “Open Source” | 1. 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; |
| "Order" | 1. means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; |
| "Order Form" | 1. a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| "Order Form Template" | 1. the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules); |
| "Other Contracting Authority" | 1. any actual or potential Buyer under the Framework Contract; |
| "Overhead" | 1. those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| "Parliament" | 1. takes its natural meaning as interpreted by Law; |
| "Party" | 1. in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits; |
| "Performance Indicators" or "PIs" | 1. the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| "Personal Data" | 1. has the meaning given to it in the GDPR; |
| “Personal Data Breach” | 1. has the meaning given to it in the GDPR; |
| “Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| "Prescribed Person" | 1. 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>; |
| “Processing” | 1. has the meaning given to it in the GDPR. “Process” and “Processed” shall be interpreted accordingly; |
| “Processor” | 1. has the meaning given to it in the GDPR; |
| “Processor Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |
| "Progress Meeting" | 1. a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| "Progress Meeting Frequency" | 1. the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| “Progress Report” | 1. a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| “Progress Report Frequency” | 1. the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| “Prohibited Acts” | * 1. 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:      1. induce that person to perform improperly a relevant function or activity; or      2. reward that person for improper performance of a relevant function or activity;   2. 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   3. committing any offence:      1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or      2. under legislation or common law concerning fraudulent acts; or      3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or   4. 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; |
| “Protective Measures” | 1. technical and organisational measures which must take account of:   a) the nature of the data to be protected  b)harm that might result from Data Loss Event;  c) state of technological development  d) the cost of implementing any measures   1. 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; |
| “Public Services Network or PSN” | 1. the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at <https://www.gov.uk/government/groups/public-servicesnetwork>; |
| “Purchase to Pay” or “P2P” | 1. means an electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice. The “official” definition of Purchase to Pay according to the Chartered Institute of Purchasing and Supply: “A seamless process enabled by technology designed to speed up the process from point of order to payment.” For more information on MOD’s P2P system see: www.d2btrade.com; |
| “Recall” | 1. a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance; |
| "Recipient Party" | 1. the Party which receives or obtains directly or indirectly Confidential Information; |
| "Rectification Plan" | 1. the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan Template)which shall include:    1. full details of the Default that has occurred, including a root cause analysis;    2. the actual or anticipated effect of the Default; and    3. 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); |
| "Rectification Plan Process" | 1. the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process); |
| "Regulations" | 1. the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| "Reimbursable Expenses" | 1. the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:    1. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and    2. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| "Relevant Authority" | 1. the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| "Relevant Authority's Confidential Information" | * 1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);   2. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and  1. information derived from any of the above; |
| "Relevant Requirements" | 1. 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" | 1. HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| "Reminder Notice" | 1. a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| "Replacement Deliverables" | 1. any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Replacement Subcontractor" | 1. a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| "Replacement Supplier" | 1. any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| "Request For Information" | 1. a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| "Required Insurances" | 1. the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| “Schedules" | 1. any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling; |
| "Security Management Plan" | 1. the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| "Security Policy" | 1. the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| "Self Audit Certificate" | 1. means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |
| "Serious Fraud Office" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| “Service Levels” | 1. any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| "Service Period" | 1. has the meaning given to it in the Order Form; |
| "Services" | 1. services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| "Service Transfer" | 1. any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| "Service Transfer Date" | 1. the date of a Service Transfer; |
| "Sites" | 1. any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:    1. the Deliverables are (or are to be) provided; or    2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| "SME" | 1. 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 enterprises; |
| “Software as a Service (SaaS)” | 1. a software solution that involves the Buyer using applications sourced via the Supplier and running on a cloud infrastructure which is not managed or controlled by the Buyer. The applications are accessed from client devices through a thin client interface such as a web browser or a program interface |
| "Special Terms" | 1. any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| "Specific Change in Law" | 1. a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| "Specification" | 1. the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form; |
| "Standards" | 1. any:    1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;    2. standards detailed in the specification in Schedule 1 (Specification);    3. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;    4. relevant Government codes of practice and guidance applicable from time to time; |
| "Start Date" | 1. in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form; |
| "Statement of Requirements" | 1. a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| "Storage Media" | 1. the part of any device that is capable of storing and retrieving data; |
| "Sub-Contract" | 1. any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:    1. provides the Deliverables (or any part of them);    2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or    3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| "Subcontractor" | 1. any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| "Subprocessor" | 1. any third Party appointed to process Personal Data on behalf of the Processor related to a Contract; |
| "Supplier" | 1. the person, firm or company identified in the Framework Award Form or Order Form as appropriate; |
| "Supplier Assets" | 1. all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| "Supplier Authorised Representative" | 1. the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |
| "Supplier's Confidential Information" | * 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;   2. 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 and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract;   3. Information derived from any of (a) and (b) above; |
| **"Supplier's Contract Manager** | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| "Supplier Equipment" | 1. the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract; |
| “Supplier Framework Manager” | 1. a suitably qualified contact nominated by the Supplier who will take overall responsibility for delivering the Goods and/or Services required within the Framework Contract. |
| "Supplier Non-Performance" | 1. where the Supplier has failed to:    1. Achieve a Milestone by its Milestone Date;    2. provide the Goods and/or Services in accordance with the Service Levels ; and/or    3. comply with an obligation under a Contract; |
| "Supplier Profit" | 1. in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| "Supplier Profit Margin" | 1. in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| “Supplier Review Meeting” | 1. a performance review meeting to take regularly place throughout the Framework Contract Period at which the Parties will review the Supplier’s performance under the Framework Contract |
| "Supplier Staff" | 1. all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract; |
| "Supply Chain Information Report Template" | 1. the document at Annex 1 of Schedule 12 Supply Chain Visibility; |
| "Supporting Documentation" | 1. sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| "Termination Notice" | 1. 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 a Contract on a specified date and setting out the grounds for termination; |
| “Test” | 1. any test required to be carried out pursuant to the Call-Off Contract as set out in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13, and “Testing” and "Tested" shall be construed accordingly; |
| “Test Device” | 1. means a device provided by the Supplier to the Buyer for the purposes of testing compatibility of the Goods with the Buyer’s IT infrastructure. The Test Device shall be an exact sample of the Goods specified in the Order Form; |
| “Test Period” | 1. the period specified in a) the Order Form, or b) Part A to Call-Off Schedule 13 during which Testing shall be carried out. |
| “Test Success Criteria” | 1. the criteria specified in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful. |
| "Third Party IPR" | 1. Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| "Transferring Supplier Employees" | 1. those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| "Transparency Information" | 1. the Transparency Reports and the content of a Contract, including any changes to this 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 the Relevant Authority; and   1. (ii) Commercially Sensitive Information; |
| "Transparency Reports" | 1. the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| "US-EU Privacy Shield Register" | a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <https://www.privacyshield.gov/list>; |
| "Variation" | 1. has the meaning given to it in Clause 24 (Changing the contract); |
| "Variation Form" | 1. the form set out in Joint Schedule 2 (Variation Form); |
| "Variation Procedure" | 1. the procedure set out in Clause 24 (Changing the contract); |
| "VAT" | 1. value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "VCSE" | 1. a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Worker" | 1. 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 Deliverables; and |
| "Working Day" | 1. any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form. |

**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

|  |  |  |
| --- | --- | --- |
| **Contract Details** | | |
| This variation is between: | **[delete** as applicable:CCS / Buyer**]** ("**CCS” “the Buyer"**)  And  **[insert** name of Supplier**]** (**"the Supplier"**) | |
| Contract name: | **[insert** name of contract to be changed] **(“the Contract”)** | |
| Contract reference number: | **[insert** contract reference number] | |
| **Details of Proposed Variation** | | |
| Variation initiated by: | **[delete** as applicable: CCS/Buyer/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: | **[Supplier to insert** assessment of impact] | |
| **Outcome of Variation** | | |
| Contract variation: | 1. This Contract detailed above is varied as follows:  * **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | 1. Original Contract Value: | 1. £ **[insert** amount] |
| 1. Additional cost due to variation: | 1. £ **[insert** amount] |
| 1. New Contract value: | 1. £ **[insert** amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete** as applicable:CCS / Buyer**]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The 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 the **[delete** as applicable:CCS / Buyer**]**

|  |  |
| --- | --- |
| 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 |  |

**Joint Schedule 3 (Insurance Requirements)**

**The insurance you need to have**

The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than:

the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

the Call-Off Contract Effective Date in respect of the Additional Insurances.

The Insurances shall be:

maintained in accordance with Good Industry Practice;

(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;

taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

maintained for at least six (6) years after the End Date.

The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

**How to manage the insurance**

Without limiting the other provisions of this Contract, the Supplier shall:

take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables 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;

promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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 you aren’t insured**

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.

Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority 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 you must provide**

The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**Making sure you are insured to the required amount**

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 Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**Cancelled Insurance**

The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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 the Relevant Authority (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**

The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this 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 the Relevant Authority) full details of the incident giving rise to the claim.

Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

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 the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots ;

public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;

employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots

product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

**Joint Schedule 4 (Commercially Sensitive Information)**

**What is the Commercially Sensitive Information?**

In this Schedule 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.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority 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** |
| --- | --- | --- | --- |
| 1 | Call Off Start Date | The Supplier’s pricing information and any detailed pricing breakdown. | Call Off Initial Period |

**Joint Schedule 10 (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/Buyer] : |  | | 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] Working 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/Buyer] |  | Date: | |  | |

**Joint Schedule 11 (Processing Data)**

REDACTED

**Call-Off Schedule 3 (Continuous Improvement)**

1. **Buyer’s Rights**
   1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
2. **Supplier’s Obligations**
   1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
   2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
   3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
      1. identifying the emergence of relevant new and evolving technologies;
      2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
      3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
      4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
   4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
   5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working 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 Contract.
   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.
   7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
   8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
      1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
      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.
   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 Paragraph 2.3.
   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 and are included in the Charges.
   11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
   12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

1. **Part B: Short Form Business Continuity & Disaster Recovery**
2. The Supplier’s business continuity and disaster recovery plan is appended at Annex 1 hereto.
3. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
4. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

**Call-Off Schedule 9 (Security)**

1. **Part C: Commodity Service Security Requirements**

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

“Security Management Plan” means the Supplier's security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:

* the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
* guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
* the National Cyber Security Centre’s (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
* government best practicei[n](https://www.cesg.gov.uk/risk-management-collection) [t](https://www.cesg.gov.uk/risk-management-collection)he design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
* the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s Approval of) a Security Management Plan. After Buyer Approval the Security Management Plan will apply during the Term of this Call-Off Contract. The plan will protect all aspects and processes associated with the delivery of the Services.
2. The Supplier will immediately notify the Buyer of any breach of security of the Buyer’s Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.

Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

1. **Call-Off Schedule 10 (Exit Management)**

**Part B: Short Form Exit Management Requirements**

1. Within 20 (twenty) working days of the Start Date the Supplier must provide the Buyer with an exit plan which ensures continuity of service and which the Supplier will follow.

2 The Supplier must ensure that the exit plan clearly sets out the Supplier’s methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.

3 The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:

● the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

● the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer

● the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

● the testing and assurance strategy for exported Buyer data

● if relevant, TUPE-related activity to comply with the TUPE regulations

● any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition

4. When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier’s own expense if the Call-Off Contract ended before the Expiry Date due to Supplier cause. Otherwise any additional costs incurred by the Supplier in providing such assistance shall be subject to the Variation Procedure.

**Call-Off Schedule 14 (Service Levels)**

REDACTED

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

**Section 3: Performance Monitoring**

1. **Performance Monitoring and Performance Review**
   1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of the proposed process for monitoring and reporting of Service Levels, and the Parties will try to agree the process as soon as reasonably possible.
   2. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") as agreed pursuant to paragraph 1.1 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the relevant Service Period;
      2. a summary of all failures to achieve Service Levels;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      5. and
      6. such other details as the Buyer may reasonably require .
   3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis to review by Performance Monitoring Reports. The Performance Review Meetings shall :
      1. take place within one (1) week of the Performance Monitoring Reports being issued at such location and time (within normal business hours) as the Parties may agree;
      2. be attended by the Supplier's Representative and the Buyer’s Representative; and
      3. be fully minuted by the Supplier, with the minutes circulated by to all attendees at the relevant meeting and also any other recipients agreed at the relevant meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service

**Call-Off Schedule 15 (Call-Off Contract Management)**

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

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

1. **Project Management**
   1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
   2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
   3. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.
2. **Role of the Supplier Contract Manager**
   1. The Supplier's Contract Manager's shall be:
      1. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
      2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
      3. able to cancel any delegation and recommence the position himself; and
      4. replaced only after the Buyer has received notification of the proposed change.
   2. The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
   3. Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.
3. **Contract Risk Management**
   1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
      1. the identification and management of risks;
      2. the identification and management of issues; and
      3. monitoring and controlling project plans.
   3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
   4. The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

**Annex: Contract Management Governance**

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

1. A weekly call will be held with the Suppliers sales team and the Authority to review:

• Open RFQs

• Software Entitlement Reports

• Software deliveries

• Ad Hoc requests

1. A monthly service review meeting will be held with the nominated Supplier Account Manager within ten (10) working days of the start of the calendar month.
2. A quarterly account planning meeting will be held with the nominated Supplier Account Manager in addition to the monthly service review every quarter.
3. In addition to the above governance meetings, the Supplier will be expected to be proactive and will meet on a needs basis driven by market changes and Authority transformation needs to offer their expertise and market related guidance on software providers, related services, innovations and potential alternatives that would be a benefit to the Authority.

**Call-Off Schedule 16 (Benchmarking)**

1. **DEFINITIONS**
   1. In this Schedule, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **"Benchmark Review"** | a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value; |
| **"Benchmarked Deliverables"** | any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule; |
| **"Comparable Rates"** | the Charges for Comparable Deliverables; |
| **"Comparable Deliverables"** | deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark; |
| **"Comparison Group"** | a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations; |
| **"Equivalent Data"** | data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group; |
| **"Good Value"** | that the Benchmarked Rates are within the Upper Quartile; and |
| **"Upper Quartile"** | in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables. |

1. **When you should use this Schedule**
   1. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
   2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
   3. Amounts payable under this Schedule shall not fall with the definition of a Cost.
2. **Benchmarking**
   1. **How benchmarking works**

The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment.  If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

* 1. **Benchmarking Process**

The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

a proposed cost and timetable for the Benchmark Review;

a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

a description of how the benchmarker will scope and identify the Comparison Group.

The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

Once it has received the Approval of the draft plan, the benchmarker shall:

finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

market intelligence;

the benchmarker’s own data and experience;

relevant published information; and

pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

using the Equivalent Data, calculate the Upper Quartile;

determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

exchange rates;

any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

**Benchmarking Report**

For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;

if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

**Call-Off Schedule 20 (Call-Off Specification)**

REDACTED

**Joint Schedule 5 (Corporate Social Responsibility)**

1. **What we expect from our Suppliers**
   1. 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>)
   2. 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 Schedule.
   3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.
2. **Equality and Accessibility**
   1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
      1. eliminate discrimination, harassment or victimisation of any kind; and
      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.
3. **Modern Slavery, Child Labour and Inhumane Treatment**

**"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.

* 1. The Supplier:
     1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
     4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
     5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
     6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
     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 a Contract;
     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 Paragraph 3;
     9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
     10. shall not use or allow child or slave labour to be used by its Subcontractors;
     11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

1. **Income Security** 
   1. The Supplier shall:
      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;
      2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
      3. All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
      4. not make deductions from wages:
         1. as a disciplinary measure
         2. except where permitted by law; or
         3. without expressed permission of the worker concerned;
      5. record all disciplinary measures taken against Supplier Staff; and
      6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
2. **Working Hours**
   1. The Supplier shall:
      1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
      2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
      3. ensure that use of overtime used responsibly, taking into account:
         1. the extent;
         2. frequency; and
         3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

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

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  1. All Supplier Staff 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.

1. **Sustainability**
   1. 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>