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

**Order Form**

CALL-OFF REFERENCE: CR 4622

THE BUYER: Department for Business and Trade

BUYER ADDRESS Old Admiralty Building Admiralty Place London SW1A 2DY

THE SUPPLIER: Addleshaw Goddard LLP

SUPPLIER ADDRESS: Milton Gate, 60 Chiswell Street, London EC1Y

4AG REGISTRATION NUMBER: OC318149 DUNS NUMBER: **349302716**

SID4GOV ID: N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the SRD Regulator Mapping and is dated 02/10/2024.

It’s issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

**CALL-OFF LOT(S):** Lot 1 – General Legal Advice and 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) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
   * Joint Schedules for RM6179
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 5 (Corporate Social Responsibility)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 12 (Supply Chain Visibility)
   * Call-Off Schedules for RM6179
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 6 (ICT Services)
     + Call-Off Schedule 9 (Security)
     + Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11).

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

Special Term 1: The following text shall be added to Core Term 10.4.1.

* (i) if agreement cannot be made at **Stage 1 Process per Call off Schedule 20 – Specification.**

**CALL-OFF START DATE:** 04/10/2024

**CALL-OFF EXPIRY DATE:** 29th November 2024 however, all work must be completed in accordance with Call-off Schedule 20.

**CALL-OFF INITIAL PERIOD:** 2 months

#### CALL-OFF OPTIONAL EXTENSION PERIOD: N/A

**WORKING DAY**

A day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the UK where the Supplier is registered (section 1173(1), Companies Act 2006).

#### CALL-OFF DELIVERABLES

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

See details in Call-Off Schedule 20 (Call-Off Specification)

#### MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (version 3.0.11).

#### CONFIDENTIALITY

Nothing additional to the CCS Core Terms (version 3.0.11).

#### IPR

This Order Form incorporates Clause 9 of the CCS Core Terms (version 3.0.11) subject to the conditions below:

1. The Buyer paying the Call-Off Charges in respect of the relevant Deliverables;
2. The Buyer agrees to grant the Supplier a non-exclusive, perpetual, royalty-free and irrevocable licence to use the IPRs in the Raw Data created for the purpose of the Stage 1 Collective Deliverables and Stage 2 Deliverables in Call-off Schedule 20 solely for internal purposes in connection with the Supplier’s professional services. Such use is restricted to internal discussions, research, analysis or advising the Supplier’s clients within the scope of their legal services provided the IPRs in the Raw Data is not published, disclosed or distributed outside the Supplier; and
3. The Supplier agrees, subject to payment of the Licence Fee, to grant the Buyer a licence to access and use its HighQ platform for the period of 12 months commencing from the Call-Off Start Date. Nothing in this licence or otherwise prevents the Buyer from extracting the data sets contained within the Supplier’s HighQ platform nor will the Supplier require the Buyer to pay any additional licence fee or any other fee for the extraction of the data from the HighQ platform within the 12-month licence period.

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

£151,400,000 excl. VAT.

#### CALL-OFF CHARGES

The maximum contract value: £151,400 excluding VAT.

The Buyer and Supplier agree to the following payment arrangement, up to the maximum contract value for the completion of the Stage 1 Collective Deliverables and Stage 2 Deliverables in accordance with Call-Off Schedule 20; For invoicing purposes only:

* 1. Stage 1 - Fixed price of REDACTED (excluding VAT); (unless contract is Terminated per Special Term 1. If terminated the total fixed price shall be

£ REDACTED (excluding VAT)).

* 1. Stage 2 – Fixed priced of £ REDACTED (excluding VAT) per Regulator that is completed in accordance with Call-Off Schedule 20.
  2. HighQ value - £ REDACTED (excluding VAT), one off payment for the Disbursements.

#### VOLUME DISCOUNTS

Not Applicable

#### REIMBURSABLE EXPENSES

To be confirmed with the agreement of the Buyer

#### DISBURSEMENTS

The Supplier and Buyer agree that the 12-month licence, referred to in the clause entitled “IPR” above, will be £ REDACTED plus VAT. Any other disbursements to be confirmed with the agreement of the Buyer.

#### ADDITIONAL TRAINING CHARGE

None

#### SECONDMENT CHARGE

None

#### PAYMENT METHOD

Payment made via BACS upon receipt of a correct and valid invoice. The Buyer will seek to generate a Purchase Order Number within ten (10) working days of contract signature and in any event generate a Purchase Order Number prior to the final billing date.

#### BUYER’S INVOICING ADDRESS:

All draft invoices are verified and approved by the Buyer’s Contract Manager. Once this has been complete, the “Supplier” must send the final invoice, quoting a valid purchase order number (PO Number) and Contract Reference. All draft and final invoices are to be sent to the Buyer’s Contract Manager.

#### BUYER’S AUTHORISED REPRESENTATIVE

REDACTED Commercial Lead

REDACTED

#### BUYER’S CONTRACT MANAGER

REDACTED

Senior Policy Lead, Regulation Directorate

REDACTED

#### BUYER’S ENVIRONMENTAL POLICY

Not Applicable

#### BUYER’S SECURITY POLICY

Available on request

#### BUYER’S ICT POLICY

Not Applicable

#### SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

Partner

REDACTED

60 Chiswell Street, London EC1Y 4AG

#### SUPPLIER’S CONTRACT MANAGER

REDACTED

Managing Associate

REDACTED

60 Chiswell Street, London EC1Y 4AG

#### PROGRESS REPORT

Not Applicable

#### PROGRESS REPORT FREQUENCY

Not applicable

#### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress Meetings to take place as described in Call-Off Schedule 20.

#### KEY STAFF

Not applicable

#### KEY SUBCONTRACTOR(S)

Not applicable.

#### COMMERCIALLY SENSITIVE INFORMATION

Per Joint Schedule 4 (Commercially Sensitive Information)

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments established at Framework level.

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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: | PARTNER | Role: | Commercial Lead |
| Date: | 04/10/2024 | Date: | 07/10/2024 |

# Joint Schedule 1 (Definitions)

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.

* 1. 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.
  2. 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 Central Government 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;
     12. where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
     13. where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;
     14. any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
         1. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
         2. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
     15. unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and
     16. unless otherwise provided, references to “**Call-Off Contract**” and “**Contract**” shall be construed as including Exempt Call-off Contracts.

In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **"Additional Insurances"** | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| **“Additional**  **Training Charge”** | the Charge for any additional training agreed to be provided by the Supplier to the Buyer in excess of the Value Added Services set out in Framework Schedule 1 (Specification), which shall not exceed the Supplier’s Hourly Rates; |
| **"Admin Fee”** | 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-](http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees) [supplier/management-information/admin-fees](http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees) ; |
| **"Affected Party"** | the Party seeking to claim relief in respect of a Force Majeure Event; |

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| **"Affiliates"** | 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”** | extra information which supports a Schedule; |
| **"Approval"** | the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly; |
| **"Audit"** | the Relevant Authority’s right to:   1. 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); 2. 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; 3. verify the Open Book Data; 4. verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law; 5. 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; 6. 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; 7. 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; 8. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; 9. 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; 10. 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; 11. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |

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|  | 1. receive from the Supplier on request summaries of all central Government public sector expenditure placed with the Supplier including through routes outside the Framework Contract in order to verify that the Supplier’s practice is consistent with the Government’s transparency on common goods and services; or 2. inspect the Buyer’s Assets, including IPR, equipment and facilities, for the purposes of ensuring that the Buyer’s Assets are secure and that any register of assets is up-to-date; |
| **"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"** | 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"** | the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| **"Beneficiary"** | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| **"Buyer"** | the relevant public sector purchaser identified as such in the Order Form; |
| **"Buyer Assets"** | 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"** | 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"** | 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); |

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| **"Call-Off Contract"** | 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"** | the Contract Period in respect of the Call-Off Contract; |
| **"Call-Off Expiry Date"** | the:   1. scheduled date of the end of a Call-Off Contract as stated in the Order Form; or 2. 2 years after the End Date of the Framework Contract; whichever is earlier; |
| **"Call-Off Incorporated Terms"** | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| **"Call-Off Initial Period"** | the Initial Period of a Call-Off Contract specified in the Order Form; |
| **"Call-Off Optional Extension Period"** | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form; |
| **"Call-Off Procedure"** | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure); |
| **“Call-Off Special Schedules”** | Any additional schedules specified in the Order Form incorporated into the applicable Call-Off Contract; |
| **"Call-Off Special Terms"** | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| **"Call-Off Start Date"** | the date of start of a Call-Off Contract as stated in the Order Form; |
| **"Call-Off Tender"** | 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) or their proposal following a direct award in accordance Framework Schedule 7 (Call-Off Award Procedure); |
| **“Capped Price”** | a Pricing Mechanism where the Supplier agrees that the Charges to be paid by the Buyer will not exceed a maximum amount (i.e. a ‘cap’) for the supply of the Deliverables or, one or more specific elements of the Deliverables, which can be calculated either:   1. by reference to a single capped price, with Hourly Rates charged up to the maximum of the cap; or 2. multiple capped prices, each referenced to a different element or milestone of the Deliverables, with Hourly Rates charged up to the cap; |
| **"CCS"** | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates |

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|  | 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"** | 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"** | 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"** | 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"** | is:   1. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or 2. any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form; |
| **"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"** | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| **"Commercially Sensitive Information"** | 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; |
| **“Comparable Deliverables”** | the supply of any goods and/or services under an existing arrangement between the Supplier and Buyer referred to in Clause  2.11 and 2.13 as set out under the Framework Special Terms. |
| **"Comparable Supply"** | the supply of Deliverables to another buyer of the Supplier that are the same or similar to the Deliverables; |

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| **“Complaint”** | as any formal written complaint made by any Other Contracting Authority in relation to the performance of a Contract in accordance with Clause 34.7 to 34.9 (Complaints Handling); |
| **"Compliance Officer"** | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| **"Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential; |
| **"Conflict of Interest"** | 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, and includes the meaning set out in the SRA Standards and Regulations (issued 29 October 2019:  https://[www.sra.org.uk/solicitors/guidance/ethics-](http://www.sra.org.uk/solicitors/guidance/ethics-) guidance/conflicts-interest/) or equivalent Regulatory Compliance requirements in Jurisdictions other than England and Wales, as amended from time to time; |
| **"Contract"** | either the Framework Contract or the Call-Off Contract, as the context requires; |
| **"Contract Period"** | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:   1. applicable Start Date; or 2. the Effective Date   up to and including the applicable End Date; |
| **"Contract Value"** | 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"** | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| **"Control"** | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| **“Controller”** | has the meaning given to it in the UK GDPR; |
| **“Core Terms”** | CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| **"Costs"** | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: |

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|  | 1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work 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;   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); |

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| **"CRTPA"** | the Contract Rights of Third Parties Act 1999; |
| **“Data Protection Impact Assessment”** | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| **"Data Protection Legislation"** | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy; |
| **“Data Protection Liability Cap”** | the amount specified in the Framework Award Form; |
| **"Data Protection Officer"** | has the meaning given to it in the UK GDPR; |
| **"Data Subject"** | has the meaning given to it in the UK GDPR; |
| **"Data Subject Access Request"** | 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; |
| **"Deductions"** | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| **"Default"** | 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"** | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| **"Delay Payments"** | 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"** | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| **"Delivery"** | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly; |

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| **“Disbursements”** | any costs or expenses paid or to be paid to a third party on behalf of the Buyer (including any VAT), save for office expenses such as postage and courier fees; |
| **"Disclosing Party"** | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| **"Dispute"** | any claim, dispute or difference (whether contractual or non- contractual) arising 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"** | 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”** | the date on which the final Party has signed the Contract; |
| **"EIR"** | the Environmental Information Regulations 2004; |
| **“Electronic Invoice”** | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and |

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|  | electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; |
| **"Employment Regulations"** | 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 Relevant Authority under Clause 10.1.2); or 2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| **"Environmental Policy"** | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| **"Equality and Human Rights Commission"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **“Estimated Year 1 Charges”** | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| **"Estimated Yearly Charges"** | means for the purposes of calculating each Party’s annual liability under clause 11.2:   1. in the first Contract Year, the Estimated Year 1 Charges; or 2. in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or 3. after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| “**Exempt Buyer**” | a public sector purchaser that is:   1. eligible to use the Framework Contract; and 2. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:    1. the Regulations;    2. the Concession Contracts Regulations 2016 (SI 2016/273);    3. the Utilities Contracts Regulations 2016 (SI 2016/274);    4. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); |

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|  | 1. the Remedies Directive (2007/66/EC); 2. Directive 2014/23/EU of the European Parliament and Council; 3. Directive 2014/24/EU of the European Parliament and Council; 4. Directive 2014/25/EU of the European Parliament and Council; or 5. Directive 2009/81/EC of the European Parliament and Council; |
| “**Exempt Call-off Contract**” | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract; |
| “**Exempt Procurement Amendments**” | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer; |
| **"Existing IPR"** | 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); |
| **“Exit Day”** | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| **"Expiry Date"** | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| **“Expression of Interest”** | an invitation to capable Suppliers to express an interest in bidding for the work as part of a Further Competition Procedure or to decline the opportunity prior to the Further Competition Procedure commencing. Suppliers who decline an Expression of Interest invitation will not be invited to take part in the corresponding Further Competition Procedure unless the scope or timings of this have substantially changed from the point the Expression of Interest was issued; |
| **"Extension Period"** | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| **“Fixed Price”** | a Pricing Mechanism where Charges are agreed at a set amount in relation to a Contract, Deliverable(s) (or one or more element of the Deliverable(s)) or Milestones and the amount to be paid by the Buyer will not exceed the agreed fixed price; |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information |

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|  | Commissioner or relevant Government department in relation to such legislation; |
| **"Force Majeure Event"** | any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:   1. riots, civil commotion, war or armed conflict; 2. acts of terrorism; 3. acts of government, local government or regulatory bodies; 4. fire, flood, storm or earthquake or other natural disaster,   but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| **"Force Majeure Notice"** | 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"** | 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"** | the agreement established between CCS and the Supplier under the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service; |
| **"Framework Contract Period"** | the period from the Framework Start Date until the End Date of the Framework Contract; |
| **"Framework Expiry Date"** | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form; |
| **"Framework Incorporated Terms"** | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| **"Framework Optional Extension Period"** | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form; |
| **"Framework Price(s)"** | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| **"Framework Special Terms"** | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| **"Framework Start Date"** | the date of start of the Framework Contract as stated in the Framework Award Form; |

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| **"Framework Tender Response"** | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender); |
| **"Further Competition Procedure"** | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure); |
| **"UK GDPR"** | the retained EU law version of 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 2. any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **"General Change in Law"** | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| **"Goods"** | 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"** | 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"** | 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"** | 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; |
| **“Government Legal Department “ or “GLD”** | Is a non-ministerial Government department which the Treasury Solicitor is in charge of; |
| **“Group of Economic Operators”** | a group of economic operators acting jointly and severally to provide the Deliverables, which shall include a consortium; |

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| **"Guarantor"** | 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"** | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **"HMRC"** | Her Majesty’s Revenue and Customs; |
| **“Hourly Rate”** | the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of the Deliverables) based on each Work Hour performed by the Supplier Staff’s based on the applicable grade(s) of hourly rate as set out in Annex 1 Table 1 of Framework Schedule 3 (Framework Prices); |
| **"ICT Policy"** | 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"** | 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"** | 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"** | a Party from whom an indemnity is sought under this Contract; |
| **“Independent Control”** | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly; |

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| **"Indexation"** | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| **"Information"** | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| **"Information Commissioner"** | 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"** | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| **"Insolvency Event"** | with respect to any person, means:   1. that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:    1. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or    2. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; 2. that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; 3. another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; 4. a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days; 5. that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; 6. where that person is a company, a LLP or a partnership:    1. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent |

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|  | amalgamation of that person with one or more other companies or the solvent reconstruction of that person;   1. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; 2. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or 3. (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or   (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| **"Installation Works"** | 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"** | the address to which the Supplier shall invoice the Buyer as specified in the Order Form; |
| **“Inward Exchange”** | an exchange of Buyer Personnel from the Buyer to the Supplier in accordance with the Secondment Agreement; |
| **"IPR Claim"** | any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement) of any third party 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; |

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| **"IR35"** | the off-payroll rules requiring individuals who work through their company pay the same income 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 Controller Agreement”** | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*); |
| **“Joint Controllers”** | where two or more Controllers jointly determine the purposes and means of Processing; |
| **“Jurisdiction”** | the power, right or authority to interpret and apply the law where a matter falls within the court’s jurisdiction or the authority of a sovereign power to govern and legislate or the limits or territory within which authority may be exercised; |
| **"Key Staff"** | the individuals (if any) identified as such in the Order Form; |
| **"Key Sub-Contract"** | each Sub-Contract with a Key Subcontractor; |
| **"Key Subcontractor"** | 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 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| **"Know-How"** | 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"** | 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 relevant Party is bound to comply; |
| **"Losses"** | all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, fines and penalties (including regulatory penalties, fines and expenses) whether arising in contract, tort (including negligence), breach of statutory |

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|  | duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly; |
| **"Lots"** | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| **"Management Charge"** | 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”** | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| **“MI Default”** | means when two (2) MI Reports are not provided in any rolling six  (6) month period |
| **"MI Failure"** | 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"** | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"MI Reporting Template"** | 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"** | an event or task described in the Implementation Plan; |
| **"Milestone Date"** | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |
| **"Month"** | a calendar month and "**Monthly**" shall be interpreted accordingly; |
| **"National Insurance"** | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| **"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;   but shall not include the Supplier’s Existing IPR; |
| **"Occasion of Tax Non–Compliance"** | where: |

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|  | 1. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:    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 "** | 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. staff costs 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 grade;    3. a list of Costs underpinning those rates for each 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; |

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|  | 1. 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; 2. 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 3. the actual Costs profile for each Service Period; |
| **"Order"** | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract and “**Ordered**” shall be construed accordingly; |
| **"Order Form"** | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| **"Order Form Template"** | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules); |
| **"Other Contracting Authority"** | any actual or potential Buyer under the Framework Contract; |
| **“Outward Exchange”** | an exchange of Supplier Staff from the Supplier to the Buyer in accordance with the Secondment Agreement; |
| **"Overhead"** | 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"** | takes its natural meaning as interpreted by Law; |
| **"Party"** | in the context of the Framework Contract, CCS or the Supplier, and 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"** | 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"** | has the meaning given to it in the UK GDPR; |
| **“Personal Data Breach”** | has the meaning given to it in the UK GDPR; |
| **“Personnel”** | all directors, officers, employees, agents, consultants and suppliers of CCS or the Buyer and/or their subcontractor and/or a Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract; |

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| **“Place of Performance”** | the place or location at which the Deliverables, in whole or part, shall be performed; |
| **"Prescribed Person"** | 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-](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies) [the-whistle-list-of-prescribed-people-and-bodies--](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies) [2/whistleblowing-list-of-prescribed-people-and-bodies](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies); |
| **“Pricing Mechanism”** | the pricing mechanisms are (a) Hourly Rates, (b) Capped Prices,  (c) Fixed Prices, and (d) a combination of one or more of these, as set out in this Schedule and as may be refined in the Further Competition Procedure; |
| **“Processing”** | has the meaning given to it in the UK GDPR; |
| **“Processor”** | has the meaning given to it in the UK GDPR; |
| **"Progress Meeting"** | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| **"Progress Meeting Frequency"** | 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”** | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| **“Progress Report Frequency”** | 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 |

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|  | d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| **“Protective Measures”** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |
| **“Recall”** | 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 right IPR rights) that might endanger health or hinder performance; |
| **"Recipient Party"** | the Party which receives or obtains directly or indirectly Confidential Information; |
| **"Rectification Plan"** | the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) 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"** | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process); |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| **“Regulatory Compliance”** | the Deliverables shall at all times be supplied in accordance with, amongst other things:   1. the legal and professional practice rules, codes, principles and proper interpretation of the law and court decisions in existence in the applicable jurisdiction at the date on which the Deliverable (or element of the Deliverables) is supplied to the Buyer; and 2. the standards of professionalism expected by the professional body that registers and authorises individuals (for example, solicitors, registered European lawyers and registered foreign lawyers) and firms of solicitors (or equivalents) to practice and provide legal services in the applicable jurisdiction; |

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| **"Reimbursable Expenses"** | 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"** | 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   information derived from any of the above; |
| **"Relevant Requirements"** | 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"** | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| **"Reminder Notice"** | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| **"Replacement Deliverables"** | 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 Contract End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Subcontractor"** | 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"** | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer |

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|  | is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| **"Request For Information"** | 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"** | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| **“Retained EU Law”** | the category of UK Law created under Sections 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972; |
| **“SRA”** | the Solicitors Regulatory Authority which regulates solicitors, law firms, non-lawyers who can be managers or employees of firms and other types of lawyer (e.g. registered foreign lawyers (RFLS) and registered European lawyers (RELs), in England and Wales (or equivalent organisation in other Jurisdictions); |
| **"Satisfaction Certificate"** | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test; |
| **“Secondment”** | the temporary transfer of one or more Supplier Staff from the Supplier to the Buyer to another position or employment, in accordance with the Secondment Agreement for the Secondment Charge; and “**Secondee**” is a person on a Secondment; |
| **“Secondment Agreement”** | the agreement entered into between the Supplier and Buyer regarding an Inward Exchange or an Outward Exchange or a Secondment which shall be in the form and format of Call-Off Schedule 25 (Secondment Agreement Template); |
| **“Secondment Charge”** | (a) the Charge for Supplier Staff on an Secondment which shall be no more than the base salary and any relevant pension contributions ordinarily payable by the Supplier in respect of a Secondee (exclusive of VAT); |
| **“Securities”** | are financial instruments, including equities and debt; |
| **"Security Management Plan"** | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| **"Security Policy"** | 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"** | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |

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| **"Serious Fraud Office"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **“Service Levels”** | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| **"Service Period"** | has the meaning given to it in the Order Form; |
| **"Services"** | 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"** | 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"** | the date of a Service Transfer; |
| **"Sites"** | 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"** | 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; |
| **"Special Terms"** | 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"** | 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"** | 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"** | 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; |

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|  | 1. standards detailed in the specification in Schedule 1 (Specification); 2. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; 3. relevant Government codes of practice and guidance applicable from time to time; |
| **"Start Date"** | 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"** | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| **"Storage Media"** | the part of any device that is capable of storing and retrieving data; |
| **"Sub-Contract"** | 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"** | any person other than the Supplier, who is a party to a Sub- Contract and the servants or agents of that person; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| **"Supplier"** | the person, firm or company identified in the Framework Award Form; |
| **"Supplier Assets"** | 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"** | 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; |

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|  | c) 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"** | 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 Marketing Contact"** | shall be the person identified in the Framework Award Form; |
| **"Supplier Non- Performance"** | 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"** | 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"** | 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 Relationship Manager”** | the individual appointed by GLD whose role encompasses:   1. the management of the relationship between the Buyers and suppliers appointed to the framework (including the Supplier) in order to deliver maximum value: and 2. working collaboratively with the Supplier and Other Contracting Authorities to establish and maintain objectives to ensure strategic alignment in the provision of the Deliverables. |
| **"Supplier Staff"** | 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; |
| **"Supporting Documentation"** | 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; |
| **“Tax”** | a) all forms of taxation whether direct or indirect; |

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|  | 1. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; 2. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and 3. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,   in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction; |
| **"Termination Notice"** | 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 Issue"** | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract; |
| **"Test Plan"** | a plan:   1. for the Testing of the Deliverables; and 2. setting out other agreed criteria related to the achievement of Milestones; |
| **"Tests "** | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" and “**Testing**” shall be construed accordingly; |
| **"Third Party IPR"** | 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"** | 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"** | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –   1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and 2. Commercially Sensitive Information; |
| **"Transparency Reports"** | 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); |
| **"Variation"** | any change to a Contract; |

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| **"Variation Form"** | the form set out in Joint Schedule 2 (Variation Form); |
| **"Variation Procedure"** | the procedure set out in Clause 24 (Changing the contract); |
| **"VAT"** | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"VCSE"** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| **"Worker"** | 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-](http://www.gov.uk/government/publications/procurement-policy-) note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| **"Working Day"** | 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; |
| **"Work Day"** | 8 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |
| **"Work Hours"** | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

# 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: | 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: | Original Contract Value: | £ **[insert** amount] |
| Additional cost due to variation: | £ **[insert** amount] |
| New Contract value: | £ **[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

* 1. 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:
     1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
     2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
  2. The Insurances shall be:
     1. maintained in accordance with Good Industry Practice;
     2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
     3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
     4. maintained for at least six (6) years after the End Date.
  3. 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.
  4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Contract.

##### How to manage the insurance

* 1. Without limiting the other provisions of this Contract, the Supplier shall:
     1. 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;
     2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
     3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

evidence of placing cover representing any of the Insurances to which it is a party.

##### What happens if you aren’t insured

* 1. 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.
  2. 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

* 1. 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

* 1. 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

* 1. 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.

* 1. 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

* 1. 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.

* 1. 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.
  2. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
  3. 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:
   1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than
      1. Lot 1: ten million pounds (£10,000,000);
      2. Lot 2: one hundred million pounds sterling (£100,000,000);
   2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
   3. employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

# Joint Schedule 5 (Corporate Social Responsibility)

##### 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/fi](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) [le/646497/2017-09-](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

* 1. 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.
  2. 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.

##### 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.

##### 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.

##### 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.

##### 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.

##### 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-](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs) [government-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

# Joint Schedule 10 (Rectification Plan)

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| --- | --- | --- | --- |
| **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)**

##### Definitions

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

##### “Processor Personnel”

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;

##### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
   1. “Controller” in respect of the other Party who is “Processor”;
   2. “Processor” in respect of the other Party who is “Controller”;
   3. “Joint Controller” with the other Party;
   4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

##### Where one Party is Controller and the other Party its Processor

1. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
   1. a systematic description of the envisaged Processing and the purpose of the Processing;
   2. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
   3. an assessment of the risks to the rights and freedoms of Data Subjects; and
   4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
   1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
   2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
      1. nature of the data to be protected;
      2. harm that might result from a Personal Data Breach;
      3. state of technological development; and
      4. cost of implementing any measures;
   3. ensure that :
      1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));
      2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
         1. are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
         2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
         3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
         4. have undergone adequate training in the use, care, protection and handling of Personal Data;
   4. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
      1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

UK GDPR Article 46 or LED Article 37) as determined by the Controller;

* + 1. the Data Subject has enforceable rights and effective legal remedies;
    2. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    3. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  1. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
   1. receives a Data Subject Access Request (or purported Data Subject Access Request);
   2. receives a request to rectify, block or erase any Personal Data;
   3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
   4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
   5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
   6. becomes aware of a Personal Data Breach.
2. The Processor’s obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
3. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
   1. the Controller with full details and copies of the complaint, communication or request;
   2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
   3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
   4. assistance as requested by the Controller following any Personal Data Breach; and/or
   5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.
4. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
   1. the Controller determines that the Processing is not occasional;
   2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
   3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
5. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
6. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
7. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
   1. notify the Controller in writing of the intended Subprocessor and Processing;
   2. obtain the written consent of the Controller;
   3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
   4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
8. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
9. The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
10. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

##### Where the Parties are Joint Controllers of Personal Data

1. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

##### Independent Controllers of Personal Data

1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
4. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
5. The Parties shall only provide Personal Data to each other:
   1. to the extent necessary to perform their respective obligations under the Contract;
   2. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
   3. where it has recorded it in Annex 1 *(Processing Personal Data).*
6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

1. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
2. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:
   1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
   2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
      1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
      2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
3. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
   1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
   2. implement any measures necessary to restore the security of any compromised Personal Data;
   3. work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
   4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
4. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*
5. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
6. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

##### Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* 1. The contact details of the Relevant Authority’s Data Protection Officer are:

Data Protection Office Old Admiralty Building Admiralty Place London

SW1A 2AY

Email: REDACTED

* 1. The contact details of the Supplier’s Data Protection Officer are: REDACTED
  2. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
  3. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of | **The Parties are Independent Controllers of Personal Data** |
| Controller for each Category of Personal Data | *The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:* |
|  | REDACTED |

|  |  |
| --- | --- |
|  |  |
| Duration of the Processing | REDACTED |
| Nature and purposes of the Processing | REDACTED |
| Type of Personal Data | REDACTED |
| Categories of Data Subject | REDACTED |
| Plan for return and destruction of the data once the Processing is complete  UNLESS  requirement under Union or Member State law to preserve that type of data | REDACTED |

**Annex 2 - Joint Controller Agreement Not Used**

# Joint Schedule 12 (Supply Chain Visibility)

##### Definitions

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

**"Contracts Finder"** the Government’s publishing portal for

public sector procurement opportunities;

**"SME"** an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

##### “Supply Chain Information Report Template”

the document at Annex 1 of this Schedule 12; and

**"VCSE"** a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

##### Visibility of Sub-Contract Opportunities in the Supply Chain

* 1. The Supplier shall:
     1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
     2. within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
     3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
     4. provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
     5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
  2. Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
  3. The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
  4. Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

##### Visibility of Supply Chain Spend

* 1. In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management

information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

1. the total contract revenue received directly on the Contract;
2. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
3. the total value of sub-contracted revenues to SMEs and VCSEs.
   1. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
   2. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

**Annex 1**

**Supply Chain Information Report template**





# Call-Off Schedule 3 (Continuous Improvement)

##### 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.

##### 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.

* 1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. 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.
  8. 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 6 (ICT Services)

##### Definitions

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

**"Buyer Property"** the property, other than real property and IPR,

including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

**"Buyer Software"** any software which is owned by or licensed to

the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

**"Buyer System"** the Buyer's computing environment (consisting

of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;

##### “Commercial off the shelf Software” or

**“COTS Software”**

Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms

**"Defect"** any of the following:

1. any error, damage or defect in the manufacturing of a Deliverable; or
2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
3. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant

##### "Emergency Maintenance"

Deliverable from passing any Test required under this Call Off Contract; or

1. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

**"ICT Environment"** the Buyer System and the Supplier System;

**"Licensed Software"** all and any Software licensed by or through the

Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

##### "Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

**"Malicious Software"** any software program or code intended to

destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"New Release"** an item produced primarily to extend, alter or

improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

##### "Open Source Software"

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright

##### "Operating Environment"

**"Permitted Maintenance"**

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;

means the Buyer System and 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; or
3. where any part of the Supplier System is situated;

has the meaning given to it in paragraph 8.2 of this Schedule;

**"Quality Plans"** has the meaning given to it in paragraph 6.1 of

this Schedule;

**"Sites"** has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

**"Software"** Specially Written Software COTS Software and

non-COTS Supplier and third party Software;

##### "Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule;

**"Source Code"** computer programs and/or data in eye-readable

form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

##### "Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

**"Supplier System"** the information and communications technology

system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

##### When this Schedule should be used

* 1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

##### Buyer due diligence requirements

* 1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
     1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
     2. operating processes and procedures and the working methods of the Buyer;
     3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
     4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
  2. The Supplier confirms that it has advised the Buyer in writing of:
     1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
     2. the actions needed to remedy each such unsuitable aspect; and
     3. a timetable for and the costs of those actions.

##### Licensed software warranty

* 1. The Supplier represents and warrants that:
     1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub- Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;
     2. all components of the Specially Written Software shall:
        1. be free from material design and programming errors;
        2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
        3. not infringe any IPR.

##### Provision of ICT Services

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

##### Standards and Quality Requirements

* 1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**
  2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them.

Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

* 1. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
  2. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
     1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
     2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
     3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

##### ICT Audit

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

##### Maintenance of the ICT Environment

* 1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
  2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
  3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
  4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

##### Intellectual Property Rights in ICT

* 1. **Assignments granted by the Supplier: Specially Written Software**
     1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
        1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
        2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
     2. The Supplier shall:
        1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
        2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
        3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty- free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
     3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

##### Licences for non-COTS IPR from the Supplier and third parties to the Buyer

* + 1. Unless the Buyer gives its Approval the Supplier must not use any:

1. of its own Existing IPR that is not COTS Software;
2. third party software that is not COTS Software
   * 1. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
     2. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph

9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

* + - 1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
      2. only use such third party IPR as referred to at paragraph

9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

* + 1. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
    2. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

* + 1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
       1. will no longer be maintained or supported by the developer; or
       2. will no longer be made commercially available

##### Buyer’s right to assign/novate licences

* + 1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
       1. a Central Government Body; or
       2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
    2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

##### Licence granted by the Buyer

* + 1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non- transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

##### Open Source Publication

* + 1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
       1. suitable for publication by the Buyer as Open Source; and
       2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
       1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
       2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
       3. do not contain any material which would bring the Buyer into disrepute;
       4. can be published as Open Source without breaching the rights of any third party;
       5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
       6. do not contain any Malicious Software.
    2. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
       1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
       2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on

such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.

##### Malicious Software

* + 1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
    2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
    3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
       1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
       2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

# Call-Off Schedule 9 (Security)

**Part A: Short Form Security Requirements**

##### Definitions

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

|  |  |
| --- | --- |
| **"Breach of Security"** | 1. **the occurrence of:**    1. **any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or**    2. **the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,** 2. **in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;** |
| **"Security Management Plan"** | **3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.** |

##### Complying with security requirements and updates to them

* 1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
  2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
  3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
  4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
  5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

##### Security Standards

* 1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
  2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
     1. is in accordance with the Law and this Contract;
     2. as a minimum demonstrates Good Industry Practice;
     3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
     4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
  3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
  4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

##### Security Management Plan

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

##### Content of the Security Management Plan

* + 1. The Security Management Plan shall:
       1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
       2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
       3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
       4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
       5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
       6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
       7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

##### Development of the Security Management Plan

* + 1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
    2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within five (5) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than ten (10) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
    3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph

4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

* + 1. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

##### Amendment of the Security Management Plan

* + 1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
       1. emerging changes in Good Industry Practice;
       2. any change or proposed change to the Deliverables and/or associated processes;
       3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
       4. any new perceived or changed security threats; and
       5. any reasonable change in requirements requested by the Buyer.
    2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and

amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

* + - 1. suggested improvements to the effectiveness of the Security Management Plan;
      2. updates to the risk assessments; and
      3. suggested improvements in measuring the effectiveness of controls.
    1. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
    2. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

##### Security breach

* 1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
  2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
     1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
        1. minimise the extent of actual or potential harm caused by any Breach of Security;
        2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
        3. prevent an equivalent breach in the future exploiting the same cause failure; and
        4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or

attempted Breach of Security, including a cause analysis where required by the Buyer.

* 1. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract.

**Limitation of Liability and Disclaimer**

The Supplier is engaged in the provision of legal advice and drafting services ("Deliverables") to the Buyer as outlined in this Call-Off Contract. The Supplier's Deliverables are provided solely for the benefit of the Buyer, based on the information and instructions provided by the Buyer.

The Buyer acknowledges that any materials, advice, or documents produced by the Supplier as part of the Deliverables are intended for the Buyer's use only. The Buyer agrees that it is solely responsible for the decision to publish, disseminate, or otherwise make available any materials provided by the Supplier to any third parties, including but not limited to publication on the Buyer's website accessible by the public ("Published Content").

The Supplier expressly disclaims any liability to any third party who may access, rely on, or use the Published Content. The Supplier makes no representations, warranties, or guarantees as to the accuracy, completeness, or suitability of the Published Content for any third party's specific circumstances or requirements. The Buyer agrees to indemnify and hold harmless the Supplier from any claims, damages, losses, or expenses arising out of or in connection with any third party's reliance on the Published Content.

**Background**

The Buyer’s instructions for its tender were sent to the Supplier on 29 May 2024 **(“Initial Instructions”**) and are Annexed to this Call-Off Schedule as **Annex A**. ( Annex A – DBT Tender Proposal Instructions – 29 May 2024, Annex a – Tender Proposal for Dept of Business and Trade)

Following the sending of the initial instructions, the Buyer and Supplier held several meetings to discuss details of the instructions and to amend / add to those initial instructions.

The Buyer and Supplier agree that the Deliverables are to be delivered over **2 stages: Stage 1**

The Supplier will deliver the completion of the Initial Instructions at Annex A to this schedule (subject to any amendments made during the Process), that is the mapping of all of the Objective(s) / Purpose(s), and the Duties, Powers, Appeal Processes and Appeal & Judicial Review Outcomes for the Regulator **Natural England** (“**Scope**”).

The agreed Deliverables of Stage 1 are (to be referred as “**Stage 1 Collective Deliverables**”):

* **Summary report on regulator** – The Supplier agrees to provide a completed summary report on the regulator, **Natural England** ("**Stage 1 Summary Report**"). The Stage 1 Summary Report will contain a plain language, concise summary of the Scope, except for the Appeal and Judicial Review outcomes to be provided in Raw Data form only, accurate as at the time of drafting. When preparing the Stage 1 Summary Report, the Supplier shall take into account

that the Buyer’s intention is to REDACTED; and

* **Raw Data via HighQ Platform** - The Supplier agrees to provide the results of their research into the Scope, for the purposes of this Call-Off contract it shall be known as the “Raw Data”, via its HighQ platform. The Supplier may view and extract copies of the Raw Data, which will be accurate as at the time of uploading, via the HighQ platform. The structure and output0020of the Raw Data in the HighQ platform will be in iSheets, similar or equal to sheets 3 to 7 on the example provided by the Buyer to the Supplier on 19 July 2024, a copy of which is annexed to this Call-Off Contract as **Annex B (Annex B – Natural England proposed HighQ Deliverable)**. The Buyer acknowledges that the Supplier is only responsible for completing sheets 3 to 7 of the example, with the remaining sheets to be input by the Buyer; made possible once the Raw Data has been extracted.

**HighQ Platform**

Subject to the terms of the 12-month licence (see the Order Form) to be agreed between the Supplier and the Buyer for the Buyer’s access and rights of use, the Supplier shall grant the Buyer limited access to the HighQ platform, or such rights as are necessary, to allow the Buyer to:

1. be able to extract (download in Microsoft Excel\* format) the Raw Data so as to be able to amend it as the Buyer sees fit;
2. add inline comments directly onto the HighQ platform about the Supplier's summaries of appeals procedures, statutory objectives and purposes, statutory duties and powers, appeal and JR outcomes, which can be reviewed and/or actioned by the Supplier in accordance with the process below.

\*As is provided for by the functionality embedded within the HighQ platform.

**Iterative review process**

As part of Stage 1, the Buyer and Supplier agree that the work will be an iterative process. Such process is likely to require amendments to the Stage 1 Summary Report and/or the Raw Data to achieve the intended result sought by the Buyer from this Call-Off contract. This will be facilitated by a process of ("**Stage 1 Process**"):

1. The Supplier will:
   1. commence uploading the Raw Data to the HighQ Platform within 5 working days of the Call-Off Start Date;
   2. provide the Buyer access to the HighQ Platform within 5 working days of the Call-Off Start Date; and
   3. deliver a draft Stage 1 Summary Report and the completed Raw Data within 10 working days of the Call-off Start Date.
2. Within 15 working days of the Call-off Start Date, a meeting will be held between the Supplier and Buyer where the Buyer will have the opportunity to request changes to be made to the form or contents of the Stage 1 Summary Report and raise any queries they have with the Raw Data. All parties will use reasonable endeavours to resolve these queries. Alternatively, the Buyer can approve the Raw Data and/or Stage 1 Summary Report following which the Supplier is to provide the final Raw Data and finalised Stage 1 Summary Report. The Call-Off Contract will then progress to Stage 2 below.
3. Within 3 working days of the meeting at (b) above, the Supplier will send the Buyer a revised / finalised Stage 1 Summary Report and/or updated Raw Data;
4. Within 2 working days of receipt of the updated Stage 1 Collective Deliverables, the Buyer will confirm in writing whether or not they are in a format which the Buyer agrees (“**Agreed Stage 1 Collective Deliverables**”), such agreement not to be unreasonably withheld, subject to paragraph 2 of the Conditions below. The Call-Off Contract will then progress to Stage 2 below.

If agreement is not reached, the Buyer may terminate this Call-off Contract early upon payment of two-thirds of the Stage 1 Fixed price per Special Term 1 of the Order Form.

Nothing in the above prevents the Supplier from commencing work on Stage 2 before the completion of Stage 1, subject to paragraph 3 of the Conditions below.

**Stage 2**

The Buyer and Supplier agree that the deliverables for Stage 2, will be in the same format as the Agreed Stage 1 Collective Deliverables (to be known as “**Stage 2 Deliverables**”) to be delivered for each of the following Regulators in the following order, subject to paragraph 3 of the Conditions below:

1. Environment Agency
2. Food Standards Agency
3. Health and Safety Executive
4. Medicines and Healthcare Products Regulatory Agency
5. Competition and Markets Authority
6. Ofcom
7. Ofgem
8. Ofwat
9. Civil Aviation Authority
10. Gambling Commission
11. HM Land Registry
12. Information Commissioner’s Office
13. Intellectual Property Office

**The Stage 2 Process** is as follows:

* 1. There will be a progress meeting held in the week commencing 11 November 2024, where the Buyer will have the opportunity to request changes to the form or contents of the Stage 2 Deliverables that have been provided prior to that date;
  2. The Supplier will not provide any Stage 2 Deliverables, unless draft versions have previously been supplied, after 19 November 2024;
  3. A further meeting will take place on 25 November 2024, where the Buyer will have the opportunity to request any further changes to the Stage 2 Deliverables that have been provided prior to that date.
  4. All comments and requested amendments to the Stage 2 Deliverables must be provided by no later than 26 November 2024.
  5. Where the Supplier furnishes revised Stage 2 Deliverables (up to and including 29 November 2024) that addresses the comments and amendments provided by the Buyer these will be deemed to have met the Stage 2 Deliverables in respect of the relevant regulators, subject to paragraph 2 of the Conditions below.

**Conditions**

1. The Supplier is only responsible for ensuring that the Stage 1 Collective Deliverables and Stage 2 Deliverables are accurate as at the time of Delivery. Nothing in this agreement shall be taken as imposing an ongoing requirement on the Supplier to update the deliverables for laws subsequently in force.
2. The Buyer’s approval of the Stage 1 Collective Deliverables and/or Stage 2 Deliverables and/or payment of the Stage 1 or any Stage 2 Call-off Charge, shall not be taken as acceptance, whether explicitly or tacitly, that the Supplier has fully and accurately mapped the Scope.

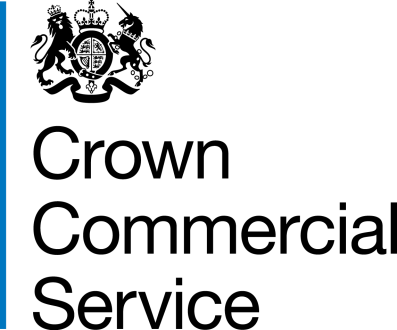
The Buyer may provide the Stage 1 Collective Deliverables and/or Stage 2 Deliverables to the Regulator itself, and where, within the 90-day period from the date of delivery of the Stage 1 Collective Deliverables and/or Stage 2 Deliverables the Regulator raises any material defects (being content which is either incomplete, incorrect or inaccurate), the Supplier shall rectify such defects (in accordance with clause 3.1.2 of the CCS core terms).

Such rectification works shall form part of the Call-Off Charges.

1. The Buyer will not pay for work commenced by the Supplier on any Regulator where:
   1. the Stage 1 and/or Stage 2 Process cannot be completed; and
   2. the Stage 1 Collective Deliverables and/or Stage 2 Deliverables cannot be delivered to the Buyer; and
   3. the fixed Stage 1 or 2 Call-off Charge for that Regulator cannot be invoiced

**before 29 November 2024**. If the Supplier commences work on any Regulator and points a) to c) cannot be completed, the Supplier does so at its own risk.

Nothing in this agreement shall oblige the Supplier to commence work on any Regulator where it reasonably considers that paragraph 3 of the Conditions will apply.



**Core Terms**

# Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

# How the contract works

* 1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
  2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
  3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
  4. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

1. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
2. create new Call-Off Schedules;
3. exclude optional template Call-Off Schedules; and/or
4. use Special Terms in the Order Form to add or change terms.
   1. Each Call-Off Contract:
5. is a separate Contract from the Framework Contract;
6. is between a Supplier and a Buyer;
7. includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
8. survives the termination of the Framework Contract.
   1. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
   2. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no

warranty of its accuracy is given to the Supplier.

* 1. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

1. verify the accuracy of the Due Diligence Information; or
2. properly perform its own adequate checks.
   1. CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
   2. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

# What needs to be delivered

## All deliverables

* + 1. The Supplier must provide Deliverables:
       1. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
       2. to a professional standard;
       3. using reasonable skill and care;
       4. using Good Industry Practice;
       5. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
       6. on the dates agreed; and
       7. that comply with Law.
    2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

## Goods clauses

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
    2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
    3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
    4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
    5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
    6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer’s working hours.
    7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
    8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of

Goods.

* + 1. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
    2. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
    3. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
    4. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer’s option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer’s costs including repair or re-supply by a third party.

## Services clauses

* + 1. Late Delivery of the Services will be a Default of a Call-Off Contract.
    2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
    3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
    4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
    5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer’s operations, employees or other contractors.
    6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
    7. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

# Pricing and payments

* 1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
  2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
  3. All Charges and the Management Charge:

1. exclude VAT, which is payable on provision of a valid VAT invoice; and
2. include all costs connected with the Supply of Deliverables.
   1. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
   2. A Supplier invoice is only valid if it:
3. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
4. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
5. does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
   1. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
   2. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
   3. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
   4. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
   5. If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
   6. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

# The buyer’s obligations to the supplier

* 1. If Supplier Non-Performance arises from an Authority Cause:

1. neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
3. the Supplier is entitled to additional time needed to make the Delivery; and
4. the Supplier cannot suspend the ongoing supply of Deliverables.
   1. Clause 5.1 only applies if the Supplier:
5. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
6. demonstrates that the Supplier Non-Performance would not have occurred but for the Authority

Cause; and

1. mitigated the impact of the Authority Cause.

# Record keeping and reporting

* 1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
  2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

1. during the Contract Period;
2. for 7 years after the End Date; and
3. in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

* 1. The Relevant Authority or an Auditor can Audit the Supplier.
  2. During an Audit, the Supplier must:

1. allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
2. provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
   1. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
   2. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
3. tell the Relevant Authority and give reasons;
4. propose corrective action; and
5. provide a deadline for completing the corrective action.
   1. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
6. the methodology of the review;
7. the sampling techniques applied;
8. details of any issues; and
9. any remedial action taken.
   1. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier’s management team that is qualified in either a relevant audit or financial discipline.

# Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:

1. be appropriately trained and qualified;
2. be vetted using Good Industry Practice and the Security Policy; and
3. comply with all conduct requirements when on the Buyer’s Premises.
   1. Where a Buyer decides one of the Supplier’s Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
   2. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
   3. The Supplier must provide a list of Supplier Staff needing to access the Buyer’s Premises and say why access is required.
   4. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

# Rights and protection

* 1. The Supplier warrants and represents that:

1. it has full capacity and authority to enter into and to perform each Contract;
2. each Contract is executed by its authorised representative;
3. it is a legally valid and existing organisation incorporated in the place it was formed;
4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
6. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
7. it is not impacted by an Insolvency Event; and
8. it will comply with each Call-Off Contract.
   1. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
   2. The Supplier indemnifies both CCS and every Buyer against each of the following:
9. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
10. non-payment by the Supplier of any Tax or National Insurance.
    1. All claims indemnified under this Contract must use Clause 26.
    2. The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
    3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
    4. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer’s benefit by the Supplier.

# Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to both:

1. receive and use the Deliverables; and
2. make use of the deliverables provided by a Replacement Supplier.
   1. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
   2. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
   3. Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
   4. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
   5. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:
3. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
4. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
   1. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

# Ending the contract or any subcontract

## Contract Period

* + 1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
    2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## Ending the contract without a reason

* + 1. CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
    2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

## Rectification plan process

* + 1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .
    2. When the Relevant Authority receives a requested Rectification Plan it can either:
       1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
       2. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
    3. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
       1. must give reasonable grounds for its decision; and
       2. may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
    4. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

## When CCS or the buyer can end a contract

* + 1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
       1. there is a Supplier Insolvency Event;
       2. there is a Default that is not corrected in line with an accepted Rectification Plan;
       3. the Supplier does not provide a Rectification Plan within 10 days of the request;
       4. there is any material Default of the Contract;
       5. there is any material Default of any Joint Controller Agreement relating to any Contract;
       6. there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
       7. there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
       8. there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
       9. if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
       10. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
    2. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
    3. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
       1. the Relevant Authority rejects a Rectification Plan;
       2. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
       3. if there is a declaration of ineffectiveness in respect of any Variation; or
       4. the events in 73 (1) (a) of the Regulations happen.

## When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and

worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

## What happens if the contract ends

* + 1. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or

20.2 or a Contract expires all of the following apply:

* + - 1. The Buyer’s payment obligations under the terminated Contract stop immediately.
      2. Accumulated rights of the Parties are not affected.
      3. The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
      4. The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
      5. The Supplier must promptly return any of CCS or the Buyer’s property provided under the terminated Contract.
      6. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re- procurement (including to a Replacement Supplier).
    1. In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
    2. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
       1. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
       2. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
    3. In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
    4. The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2,

14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## Partially ending and suspending the contract

* + 1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
    2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
    3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
    4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
    5. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
       1. reject the Variation; or
       2. increase the Charges, except where the right to partial termination is under Clause 10.2.
    6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

## When subcontracts can be ended

At the Buyer’s request, the Supplier must terminate any Subcontracts in any of the following events:

1. there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
2. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
3. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

# How much you can be held responsible for

* 1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
  2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
  3. No Party is liable to the other for:

1. any indirect Losses; or
2. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
   1. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
3. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
4. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
5. any liability that cannot be excluded or limited by Law;
6. its obligation to pay the required Management Charge or Default Management Charge.
   1. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
   2. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
   3. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
   4. When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
7. Deductions; and
8. any items specified in Clauses 11.5 or 11.6.
   1. If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

# Obeying the law

* 1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
  2. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
  3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

# Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

# Data protection

* 1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
  2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
  4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
  5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
  6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out

about the issue, whichever is earlier; and/or

1. restore the Government Data itself or using a third party.
   1. The Supplier must pay each Party’s reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
   2. The Supplier:
2. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
3. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
4. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
5. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
6. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

# What you must keep confidential

* 1. Each Party must:

1. keep all Confidential Information it receives confidential and secure;
2. except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's prior written consent; and
3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
   1. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
4. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
5. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
6. if the information was given to it by a third party without obligation of confidentiality;
7. if the information was in the public domain at the time of the disclosure;
8. if the information was independently developed without access to the Disclosing Party’s Confidential Information;
9. on a confidential basis, to its auditors;
10. on a confidential basis, to its professional advisers on a need-to-know basis; or
11. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
    1. In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
    2. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
12. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
13. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
14. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
15. where requested by Parliament; or
16. under Clauses 4.7 and 16.
    1. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
    2. Transparency Information is not Confidential Information.
    3. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

# When you can share information

* 1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
  2. Within five (5) Working Days of the Buyer’s request the Supplier must give CCS and each Buyer full co- operation and information needed so the Buyer can:

1. publish the Transparency Information;
2. comply with any Freedom of Information Act (FOIA) request; and/or
3. comply with any Environmental Information Regulations (EIR) request.
   1. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority’s decision in its absolute discretion.

# Invalid parts of the contract

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

# No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract

replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

# Other people’s rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

# Circumstances beyond your control

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

1. provides a Force Majeure Notice to the other Party; and
2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
   1. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

# Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

# Giving up contract rights

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

# Transferring responsibilities

* 1. The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority’s written consent.
  2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
  3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
  4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
  6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

1. their name;
2. the scope of their appointment; and
3. the duration of their appointment.

# Changing the contract

* 1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
  2. The Supplier must provide an Impact Assessment either:

1. with the Variation Form, where the Supplier requests the Variation; or
2. within the time limits included in a Variation Form requested by CCS or the Buyer.
   1. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
3. agree that the Contract continues without the Variation; or
4. terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
5. refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
   1. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
   2. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
   3. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
6. that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
7. of how it has affected the Supplier’s costs.
   1. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
   2. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

# How to communicate about the contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
  2. Notices to CCS must be sent to the CCS Authorised Representative’s address or email address in the Framework Award Form.
  3. Notices to the Buyer must be sent to the Buyer Authorised Representative’s address or email address in the Order Form.
  4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

# Dealing with claims

* 1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
  2. At the Indemnifier’s cost the Beneficiary must both:

1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
2. give the Indemnifier reasonable assistance with the claim if requested.
   1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
   2. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary’s reputation.
   3. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
   4. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers

because of the Claim.

* 1. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

1. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
2. the amount the Indemnifier paid the Beneficiary for the Claim.

# Preventing fraud, bribery and corruption

* 1. The Supplier must not during any Contract Period:

1. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
2. do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
   1. The Supplier must during the Contract Period:
3. create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
4. keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
5. if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
   1. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

1. been investigated or prosecuted for an alleged Prohibited Act;
2. been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
3. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
4. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
   1. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
   2. In any notice the Supplier gives under Clause 27.3 it must specify the:
5. Prohibited Act;
6. identity of the Party who it thinks has committed the Prohibited Act; and
7. action it has decided to take.

# Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
2. any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
   1. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and

Human Rights Commission (or any successor organisation) when working on a Contract.

# Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:

1. all applicable Law regarding health and safety; and
2. the Buyer’s current health and safety policy while at the Buyer’s Premises, as provided to the Supplier.
   1. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

# Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer’s current Environmental Policy, which the Buyer must provide.
  2. The Supplier must ensure that Supplier Staff are aware of the Buyer’s Environmental Policy.

# Tax

* 1. The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
  2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier

must notify CCS and the Buyer of it within 5 Working Days including:

1. the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
2. other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
   1. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
3. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
4. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
   1. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
5. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
6. the Worker’s contract may be terminated at the Buyer’s request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
7. the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
8. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

# Conflict of interest

* 1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
  2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
  3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

# Reporting a breach of the contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

1. Law;
2. Clause 12.1; or
3. Clauses 27 to 32.
   1. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

# Resolving disputes

* 1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
  2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the

Dispute must be resolved using Clauses 34.3 to 34.5.

* 1. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

1. determine the Dispute;
2. grant interim remedies; and/or
3. grant any other provisional or protective relief.
   1. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
   2. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
   3. The Supplier cannot suspend the performance of a Contract during any Dispute.

# Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

**Instructions to Counsel for the Mapping of Regulator’s Duties; Powers; Appeals Processes and Case Studies**

### Introduction to this Research / Advice work

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**DBT** would like to map the following for each of the listed regulators:

1. Statutory Framework;
2. The objectives and/or purpose of the Regulator;
3. Appeals Processes;
4. The duties and powers of the Regulator; and
5. Appeal and Judicial Review Outcomes.

More detail is set out about each of the above categories below.

The initial focus of the work will be on the 14 Regulators highlighted in Column 3 of the table in Annex A (“the **Priority Regulators**”) which needs to be completed before the work on the remaining 42 regulators commences.

We would like **Natural England to be the first of the Priority Regulators that work is commenced on**. Once the work on the first Priority Regulator is completed and submitted, we will revert with any amended instructions, depending upon the results, or we will ask you to continue with the remaining regulators.

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### Questions / Queries

If you have any questions or queries about the content of this instruction or during the process please do not hesitate to contact me directly.

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### Instructions

As set out above, the overarching aim of these instructions is to REDACTED

1. **STATUTORY FRAMEWORK**

Provide a complete list of current legislation, regulation or other statutory framework (including memorandums of understanding or Framework agreements with their responsible government department) that is applicable to each regulator.

We would like the relevant statutory framework to be presented in the chronological order in which it was originally commenced. That is, starting with whichever primary or secondary piece of legislation first applied to the Regulator and then each subsequent piece of legislation as and when it originally commenced. Where a regulation has been amended, **whilst we are asking you to map only the current version of the legislation**, the chronological order for presentation purposes will be the date of original commencement of the legislation.

1. **OBJECTIVE / PURPOSE OF THE REGULATOR**

Provide the statutory objectives and/or purpose of each regulator.

By this we mean, where a Regulator’s objective / purpose is established in statutory framework. For example, see Section 2 of the Natural Environment and Rural Communities Act 2006 which sets out Natural England’s General Purpose. Please list all objectives and/or purposes that are set out in relevant legislation/frameworks.

Some Regulators will set out on their website, for example, that their purpose is X or Y, **we are not interested in this**. We are only interested where it is established in statutory framework like Natural England’s. Where that doesn’t exist for a Regulator or you are unsure, **please contact us to discuss**.

1. **APPEALS PROCESSES**

We are also seeking to map a Regulator’s appeal processes.

We want to include appeals regimes set out in primary, secondary and tertiary legislation.

Where there is no statutory or non-statutory appeal process, setting out that the only remedy to a decision or action taken by a Regulator is via judicial review however, we are not interested in decision or processes relating to criminal offences.

Each appeal process, where a regulator or where different decisions or actions by a regulator have different appeal or judicial review outcomes, they should be mapped separately.

We have separated Statutory and Non-Statutory appeal routes and Judicial Review below however, **for each section**, we require the appeal routes to be linked to the duty or power from which the right of appeal lies.

By this we mean, for example:

* the Statutory Right of Appeal lies from a decision taken under Section Y or Z Act.
* A non-statutory right of appeal lies from certain decisions or actions taken by a Regulator; or
* These actions taken by the Regulator have no statutory or non-statutory rights of appeal and therefore the only remedy would lie in a judicial review.

We understand that this makes the task more complicated but in order to properly meet the outcome of Reform 2 we need to be able to set out which decisions/actions have an appeal right and which would only have remedy via a judicial review.

Can you please map the following information on a Regulator’s appeal process(es):

1. **Statutory Rights of Appeal**
   * The legal text of each statutory right of appeal against a decision or action of a Regulator.
   * Exactly where the statutory right of appeal exists in legislation.
   * A summary in plain language of the:
     + statutory appeal right;
     + the mechanism for making such appeal;
     + where the right of appeal lies, that is the body (Tribunal / Court)
   * Who can bring the appeal.
   * The time limit for the appeal to be brought.
   * A note on any established pre-action protocols that sit between the decision/action and the appeal process.
   * An assessment of the standard of appeal. For example, the appeals body must determine their decision by:

* Coming to a new independent decision by making their own assessment of the facts and the merits of competing courses of action (i.e. redetermination decision, made in the round).
* Establishing the facts and using these to assess whether elements of the original decision are right or wrong.
* Establishing whether a fair and reasonable process was followed to determine the original decision.
* Assessment only on a point of law or whether the regulator had acted ultra vires.
  + The remedies available in the case of a successful appeal.

1. **Non-Statutory Rights of Appeal**
   * How the right of appeal is established. For example, via convention / practice, a framework or Memorandum of Understanding, policy, by the Regulator itself or otherwise.
   * Where it is an internal mechanism of the Regulator, if publicly available, how the appeal mechanism is established. This should include a note on how independent each appeal is of the original decision maker.
   * Where the non-statutory right of appeal may lie via alternative dispute resolution, such as mediation, arbitration or similar - **NB** it is not expected there will be any such alternatives.
   * Any of the information requested under the Statutory Right of Appeal section, in so far as it is applicable to a non-statutory process.
2. **DUTIES & POWERS**

We are seeking to map the statutory duties and powers (whether by Act, Regulation or otherwise) of each regulator in Annex B.

These are to be mapped **on the same sheet** and the information should be mapped:

* 1. In the order in which the legislation initially commenced (as per Statutory Framework above); and then
  2. In the numerical order that they appear within the relevant legislation.

**What we mean by a statutory duty** is a provision in primary or secondary legislation or otherwise under which a Regulator is compelled to do something, meaning it does not have any discretion. Such duty may require the regulator to take some action, prioritise certain outcomes, take certain things into account when making decisions, require them to perform an identified function in a specific way, but this should not be considered exhaustive. We are looking generally for anything where a regulator is compelled to do something.

**What we mean by powers**: where regulators have the statutory ability and discretion to do something but are not compelled or required to do so. This could include, but is not limited to, launching an investigation or requiring the provision of information or issuing standards or codes of conduct.

It may be that in practical terms a statutory duty means that a power will be exercised, but that does not change the fact that it is a power.

In order for the data mapped to be useful we need the following information:

* + The legal text of each statutory duty or power they have. **NB -** We are only interested in statutory duties or powers which are current (ie. Statutory provisions which have not been repealed / superseded)
  + The type of legislation (Primary or Secondary (where secondary is it a Regulation, Order etc))
  + Whether the entry is a duty or power as defined above.
  + Whether this duty or power (1) directly affects businesses or individuals, (2) relates to HMG or Parliament, or (3) relates to internal procedures.
  + Exactly where the duty(s) or power(s) exist in legislation, for example Food Standards Act 1999 Section 1(2) or Energy Act 2010 Section 16(3) inserted into Gas Act 1986 Section 4AA (1A)a.
  + A summary of what the duty or power means in plain language, including any restrictions on its usage.
  + Only where a statutory duty has been explicitly tiered for example, a Regulator must do X before it does Y, please set that out and reference the secondary provision in the secondary provision section. The “tiering” of that duty, as in is that duty subordinate to other duties or is it a principal/primary duty?
  + Only where a power has been explicitly tiered for example, a Regulator has the power to do X and Y but it naturally flows that X could only be completed before Y or it explicitly says a power

has to be exercised in a particular order, please set that out and cross-reference the related powers, including if the power to do something flows from a duty to do something else.

* + The commencement date for each duty or power. Where the duty or power arose from the inception of the legislation, that date, otherwise where it was either inserted by amended legislation or commenced at a later date than the commencement of the legislation itself, that date.
  + The Appeal procedures, identified in the mapping done in Section 3 (Appeal Procedures) above, that apply when an individual or business challenges the regulators actions made under the duty or power. Where there is no statutory right of appeal, this should be noted as “Judicial Review Only”.

1. **APPEAL & JUDICIAL REVIEW OUTCOMES**

Finally, and flowing from section 3 above, we are also interested in the appeal / judicial review case history, in so far as it is publicly available, where business and individuals have appealed the decision of a regulator either through the statutory appeals process or through Judicial Review.

The purpose of this task is to analyse and establish whether:

* there is any theme(s) in the decisions/actions being appealed / challenged; or
* any issues which are being challenged via judicial review which would be better served via an appeal right; or
* alternative dispute resolution may be a better remedy than an appeal right or judicial review

Such information will help to establish whether any changes are required to assist both Regulators and Consumers remedy issues.

We are seeking the appeals / judicial review case history for each regulator from the past 10 years, or where there are more than 30 such cases, **please contact us to discuss before mapping**. The information needed for each case is:

* The official case reference and link if available.
* The specific type of appeal (as documented in 3).
* A summary of the grounds presented by the appellant.
* Whether the court ruled against the regulator at all.
* A summary of the court’s reasoning in its decision / judgment.
* An estimate of the total costs of each appeal and/or any award for costs that has been made against a party(s). Where Tribunal Rules or the Civil Procedure Rules apply to any of the rights of appeal, does the current version of those rules allow for costs to be recovered /awarded and if so, are they capped at any figure / percentage. In so far as judicial review is concerned, only set out if costs **are unable to be awarded/recovered** as it is otherwise expected that normal costs orders will apply in a judicial review.
* If applicable, the remedy or relief granted by the court.
* If applicable, a summary of the specific actions the regulator could have taken to resolve the dispute prior to the appeal.

It is expected that some of the above requested information is unlikely to be publicly available, particularly things such as costs. We simply ask for any of the above information that you are able to obtain.

##### Annex A: List of regulators in scope

|  |  |  |
| --- | --- | --- |
| **Regulator** | **Classification** | **Priority** |
| **Accreditation Service** | PLC (limited by guarantee) |  |
| **Advertising Standards Authority** | Self-regulatory organisation (operates delegated powers) |  |
| **Animal and Plant Health Agency** | Executive Agency |  |
| **Animals in Science Regulation Unit** | Departmental body |  |
| **British Hallmarking Council** | Non-Departmental Public Body |  |
| **Care Quality Commission** | Non-Departmental Public Body |  |
| **Centre for Environment, Fisheries & Aquaculture Science (inc. Fish Health Inspectorate)** | Executive Agency |  |
| **Charity Commission for England and Wales** | Non-Ministerial Department |  |
| **Civil Aviation Authority** | Statutory corporation | Yes |
| **Coal Authority** | Non-Departmental Public Body |  |
| **Commission for Equality and Human Rights** | Non-Departmental Public Body |  |
| **Companies House** | Executive Agency |  |
| **Competition and Markets Authority** | Non-Ministerial Department |  |
| **Drinking Water Inspectorate** | Departmental body |  |
| **Driver and Vehicle Licensing Agency** | Executive Agency |  |
| **Driver and Vehicle Standards Agency** | Executive Agency |  |
| **Employment Agency Standards Inspectorate** | Departmental body |  |
| **Environment Agency** | Non-Departmental Public Body | Yes |
| **Financial Reporting Council** | PLC (limited by guarantee) |  |
| **Food Standards Agency** | Non-Ministerial Department | Yes |
| **Forensic Science Regulator** | Non-Departmental Public Body |  |
| **Forestry Commission** | Non-Ministerial Department |  |
| **Gambling Commission** | Non-Departmental Public Body | Yes |
| **Gangmasters and Labour Abuse Authority** | Non-Departmental Public Body |  |
| **Groceries Code Adjudicator** | Departmental body |  |
| **Health and Safety Executive** | Non-Departmental Public Body | Yes |
| **Historic Buildings and Monuments Commission for England** | NDBP - Executive |  |
| **HM Land Registry** | Non-Ministerial Department | Yes |
| **Human Fertilisation and Embryology Authority** | Non-Departmental Public Body |  |
| **Human Tissue Authority** | Non-Departmental Public Body |  |
| **Information Commissioner's Office** | Non-Departmental Public Body | Yes |
| **Inshore Fish Conservation Authorities (10 regional bodies)** | PLC (limited by guarantee) |  |
| **Insolvency Service** | Executive Agency |  |
| **Intellectual Property Office** | Executive Agency | Yes |
| **Marine Management Organisation** | Non-Departmental Public Body |  |
| **Maritime and Coastguard Agency** | Executive Agency |  |

|  |  |  |
| --- | --- | --- |
| **Regulator** | **Classification** | **Priority** |
| **Medicines and Healthcare Products Regulatory Agency** | Executive Agency | Yes |
| **Natural England** | Non-Departmental Public Body | Yes |
| **North Sea Transition Authority (former Oil and Gas Authority)** | Non-Departmental Public Body |  |
| **Ofcom** | Statutory corporation | Yes |
| **Office for Nuclear Regulation** | Statutory corporation |  |
| **Office for Standards in Education, Children’s Services and Skills** | Non-Ministerial Department |  |
| **Office for Students** | Non-Departmental Public Body |  |
| **Office of Gas and Electricity Markets (Ofgem)** | Non-Ministerial Department | Yes |
| **Office of Qualifications and Examinations Regulation** | Non-Ministerial Department |  |
| **Office of Rail and Road** | Non-Ministerial Department |  |
| **Office of the Regulator of Community Interest Companies** | Other body |  |
| **Office of the Traffic Commissioner** | Non-Departmental Public Body |  |
| **Ofwat (The Water Services Regulation Authority)** | Non-Ministerial Department | Yes |
| **Phone-paid Services Authority** | Self-regulatory organisation |  |
| **Pubs Code Adjudicator** | Non-Departmental Public Body | Yes |
| **Regulator of Social Housing** | Non-Departmental Public Body |  |
| **Rural Payments Agency** | Executive Agency |  |
| **Security Industry Authority** | Non-Departmental Public Body |  |
| **Sports Grounds Safety Authority** | Non-Departmental Public Body |  |
| **Vehicle Certification Agency** | Executive Agency |  |

From: REDACTED Subject: Tender Proposal for Dept of Business and Trade

Sent: Wed 5/29/2024 2:54 AM GMT-07:00

Importance: High Dear REDACTED

I am writing on behalf of the Department of Business and Trade (DBT) who seeks to instruct a law firm on the Legal Services Panel to perform the work set out in the attached instructions.

This work is a priority for DBT and we have set out below a request to address, as part of your response, certain aspects directly in order for us to properly assess how to proceed with the instruction.

For transparency purposes, we have approached 2 other firms on the Legal Services Panel to tender for this work as well. We have chosen your firm and the other 2 firms in particular because you have Regulatory expertise which we believe will be an asset to the task at hand.

Budget

The current budget for this work is £150,000 incl. VAT.

This is currently the maximum budget so we ask as part of your firm’s tender response to set out whether or not you believe the work can be completed within that budget.

It is important that you set out if you do not believe the work can be completed within this budget and the reasons why so we can consider whether we need to increase the budget to ensure the work is completed.

Timeframe

As set out above, this work is a priority for DBT so we are asking for it to be completed as soon as possible. We ask, as part of your firm’s response to this tender process, that you set out the anticipated timeframe for delivery of the work.

Considerations

As part of DBT’s consideration on whether or not to award the contract, we are not only interested in whether or not the work can be delivered within budget and timeframes, we are also interested in whether or not your firm has at its disposal any AI tools or other software which will be useful in this instruction and how.

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It is therefore just as important to DBT as the other requirements, what tools the firm has available which would help to reduce the margin of error to preferably zero.

Scope

The full details of the scope of the work are in the attached instructions. In summary, DBT requires the statutory duties, powers and appeal processes (incl. publicly available cases) to be mapped for approximately 50 Regulators (Annex A to the instructions details which Regulators).

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We are proposing that the results are entered onto a spreadsheet for each regulator (we can provide the proposed template in due course) however, we are

open to proposals / suggestions on better ways in which your firm believes those results can be presented.

Next Steps

If your firm is interested in tendering this work, before providing a response to the proposal, we would welcome a meeting to discuss the instructions and scope of the work in more detail, to answer any questions you have and discuss ways forward.

We would be grateful if you can therefore respond by COB Monday, 3 June 2024 advising:

* 1. If you firm is interested in tendering for the work; and, if so;
  2. Proposing dates and times between 4 and 7 June 2024 that the relevant people in your firm would be available to have a meeting to discuss the proposal in more detail.

We look forward to hearing from you.

REDACTED Senior Lawyer

Products, Business and Better Regulation | DBT Legal Advisers Government Legal Department

Old Admiralty Building, Admiralty Place, London SW1A 2AY

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[<https://www.gov.uk/government/publications/gld-strategy-2024-2027>](http://www.gov.uk/government/publications/gld-strategy-2024-2027)

Docusign Envelope ID: 21BCE954-83F7-4B59-91FD-8BBD48B01FB3

**This workbook is provided to demonstrate an example of how DBT could be provided the data re should be read together. The data included has not been checked for accuracy & is just illustrati has been produced for disucssion purposes only, to clarify the request.**

**Workbook summary**

1. Notes - This is provided by DBT to explain the workbook.
2. Policy Areas - These will be provided by DBT over the course of the project ahead of work starting o categoried using these. If the element being categorised is so broad that it only fits with the Macro Poli adequately covered by the table provided, please contact DBT.
3. Statutory Frameworks

Please provide here the basic details of all statutory frameworks, MOUs or Frameworks Agreements re to more than 1 regulator, it only needs to be referenced once. The Column Statutory Framework Name data and formatting must match.

1. Appeal Procedures

Please provide here statutory and official but non-statutory appeal procedures (e.g. formal complaints "Statutory Framework Name", "Regulator" and "Appeal Right Name" will allow this data to be joined to

1. Statutory Objectives & Purposes

Please provide here statutory objectives as outlined in the tender information document. The columns "Policy Area" will allow this data to be joined to other sheets so the data and formatting must match.

1. Statutory Duties and Powers

Please provide here statutory duties and powers as outlined in the tender information document. The c Name", "Macro Policy Area" and "Policy Area" will allow this data to be joined to other sheets so the d listed have their relevant powers noted in column J, the data and formatting in this column should matc

1. Appeal & JR Outcomes

Please provide here the case outcomes as outlined in the tender information document. The columns " joined to other sheets so the data and formatting must match.

**ferenced in the tender information document. Both documents ve of the output that DBT would find useful. This document**

n each regulator. Each purpose, duty or power should be

cy Area, please put NA as the Policy Area. If the Policy Area is not

ferenced in the following 3 sheets, where a framework is relevant will allow this data to be joined to the following 3 sheets so the

or ADR, recognised ombudsmen, court procedures). The columns other sheets so the data and formatting must match.

"Statutory Framework Name", "Regulator", "Macro Policy Area",

olumns "Statutory Framework Name", "Regulator", "Appeal Right ata and formatting must match. We have also asked that duties h "Name of Duty or Power" in column B.

Appeal Right Name" and "Regulator" will allow this data to be

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| **Regulator** | **Macro Policy Area** |
| Natural England | Environment |
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| **Policy Area** |
| Access and rights of way |
| Land management |
| Landscape |
| Parks, trails and nature reserves |
| Protected sites and species |
| Recreation |
| Wildlife and habitat conservation |
| Natural England's maps and data |
| Boating and waterways |
| Environmental permits and exemptions |
| Fisheries and rod licensing |
| Flood warnings, river levels and flood risk maps |
| Flooding and coastal change |
| Waste including waste carriers |
| Water abstraction |
| Public registers |

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| **Statutory Framework Name** |
| Natural Environment and Rural Communities Act, 2006 |
| National Parks and Access to the Countryside Act 1949 |
| Wildlife and Countryside Act 1981 |
| Regulatory Enforcement and Sanctions Act 2008 |
| Marine and Coastal Access Act 2009 |
| Commons Act 2006 |
| SI example 1 |

MoU on the prevention, investigation and enforcement of Wildlife Crime between the National Police Chiefs’ Council, NE and other Government Departments

The coastal concordat is an agreement between NE, Defra and various OGDs which sets out principles for coordinating the consenting process for coastal development in England

MoU between Inshore Fisheries and Conservation Authorities (IFCAs) and NE

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| **Web Links (e.g. legislation.gov)** | **Type of Legislation** |
| [*Natural Environment and Rural Communities*](https://www.legislation.gov.uk/ukpga/2006/16/contents)  [*Act 2006*](https://www.legislation.gov.uk/ukpga/2006/16/contents) | Primary Legislation |
| [*National Parks and Access to the Countryside*](https://www.legislation.gov.uk/ukpga/Geo6/12-13-14/97)  [*Act 1949*](https://www.legislation.gov.uk/ukpga/Geo6/12-13-14/97) | Primary Legislation |
| [*Wildlife and Countryside Act 1981*](https://www.legislation.gov.uk/ukpga/1981/69) | Primary Legislation |
| [*Regulatory Enforcement and Sanctions Act*](https://www.legislation.gov.uk/ukpga/2008/13/contents)  [*2008*](https://www.legislation.gov.uk/ukpga/2008/13/contents) | Primary Legislation |
| [*Marine and Coastal Access Act 2009*](https://www.legislation.gov.uk/ukpga/2009/23/contents) | Primary Legislation |
| [*Commons Act 2006 (legislation.gov.uk)*](https://www.legislation.gov.uk/ukpga/2006/26/contents) | Primary Legislation |
| Link 3 | Secondary Legislation |
| [memorandum of understanding on the](https://www.nwcu.police.uk/wp-content/uploads/2023/12/MoU-Defra_NE_NRW_CPS_NPCC-signed-final.pdf)  [prevention, investigation and enforcement of](https://www.nwcu.police.uk/wp-content/uploads/2023/12/MoU-Defra_NE_NRW_CPS_NPCC-signed-final.pdf)  [Wildlife Crime](https://www.nwcu.police.uk/wp-content/uploads/2023/12/MoU-Defra_NE_NRW_CPS_NPCC-signed-final.pdf) | Memorandum of Understanding |
| [Memorandums of Understanding](https://www.nw-ifca.gov.uk/app/uploads/MoU-with-NE-2012-Signed.pdf) | Memorandum of Understanding |
| [coastal concordat for England](https://www.gov.uk/government/publications/a-coastal-concordat-for-england/a-coastal-concordat-for-england-revised-december-2019) | Framework Agreement |

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| **Date of commencement (e.g. Royal**  **Assent)** |
| 3/30/2006 |
| 12/16/1949 |
| 10/30/1981 |
| 7/21/2008 |
| 11/12/2009 |
| 7/19/2006 |
| dd/mm/yyyy |
| 12/14/2023 |
| 4/19/2012 |
| 11/11/2013 |

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| **Regulator** | **Statutory Framework Name (If statutory)** | **Appeal Right Name (Please create a unique name of the appeal right, for example NE01 for the first Natural England Appeal Right found)** |
| Natural England | Natural Environment and  Rural Communities Act, 2006 | NE01 |
| Natural England | NA | NE02 |
| Natural England | NA | NE03 |

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| **The formal (e.g. legal) text of each right of appeal against a decision or action of a Regulator** | **The sections or subsections of legislation of the duty or power that the appeal right applies to** | **Exactly where the right of appeal exists (e.g. in legislation)** |
| Statutory appeal right 1 legal text | Section 1 | Section x, subsection y |
| Complaints procedure legal  text 1 | Section 1 | On NE website (example  link) |
| ADR procedure legal text 1 | Section 1 | On NE website (example  link) |

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| **A summary in plain language of the appeal right** | **A summary in plain language of the mechanism for making such appeal** | **A summary in plain language of where the right of appeal lies, that is the body (Tribunal / Court)** |
| summary 1 |  |  |
| summary 2 |  |  |
| summary 2 |  |  |

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| **Who can bring the appeal** | **The time limit for the appeal to be brought** | **Does the body (e.g. Tribunal / Court) have rules or practice directions that require or facilitate alternative dispute resolution?** |
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| **An assessment of the standard of appeal. For example, the appeals body must determine their decision by:**   * **Coming to a new independent decision by making their own assessment of the facts and the merits of competing courses of action (i.e. redetermination decision, made in the round).**   + **Establishing the facts and using these to assess whether elements of the original decision are right or wrong.**   + **Establishing whether a fair and reasonable process was followed to determine the original decision.**   **o Assessment only on a point of law or whether the regulator had acted ultra vires.** |
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| **The remedies available in the case of a successful appeal** |
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| **Regulator** | **Statutory Framework Name** | **Objective or Purpose** |
| Natural England | Natural Environment and Rural Communities Act, 2006 | Purpose 1 quote |
| Natural England | Natural Environment and Rural Communities Act, 2006 | Objective 1 quote |
| Natural England | Natural Environment and Rural Communities Act, 2006 | Objective 2 quote |

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| **Summary of Objective** | **Macro Policy Area** | **Policy Area** | **Legislation Section & Subsection** |
| This is the primary  purpose of NE. To enTshuisreisthoenenaotfu7ral | Environment | NA | section 2(1) |
| secondary objectives oTf hNisE.isPoronme otfin7g | Environment | Wildlife and habitat  conservation | section 2(1) |
| secondary objectives of NE. Conserving | Environment | Landscape | section 2(1) |

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| **Section or Subsection Web**  **Link** |
| [https://www.legisla](https://www.legislation.gov.uk/ukpga/2006/16/section/2)  [tion.gov.uk/ukpga/](https://www.legislation.gov.uk/ukpga/2006/16/section/2)  [h2t0tp0s6:/1/w6w/swec.lteiognis/l2a](https://www.legislation.gov.uk/ukpga/2006/16/section/2) |
| [tion.gov.uk/ukpga/](https://www.legislation.gov.uk/ukpga/2006/16/section/2) [h2t0tp0s6:/1/w6w/swec.lteiognis/l2a](https://www.legislation.gov.uk/ukpga/2006/16/section/2) |
| [tion.gov.uk/ukpga/](https://www.legislation.gov.uk/ukpga/2006/16/section/2) [2006/16/section/2](https://www.legislation.gov.uk/ukpga/2006/16/section/2) |

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| **Regulator** | **Name of Duty or Power (Please create a unique name of the duty or power, for example NE01P for the first Natural England power found)** | **Legal Text of Duty or Power** |
| [Natural England](https://www.legislation.gov.uk/ukpga/1981/69) | NE01D | [Legal Text of Duty or Power 1](https://www.legislation.gov.uk/ukpga/1981/69) |
| [Natural England](https://www.legislation.gov.uk/ukpga/1981/69) | NE02D | [Legal Text of Duty or Power 2](https://www.legislation.gov.uk/ukpga/1981/69) |

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| [Natural England](https://www.legislation.gov.uk/ukpga/1981/69) | NE03D | [Legal Text of Duty or Power 3](https://www.legislation.gov.uk/ukpga/1981/69) |
| [Natural England](https://www.legislation.gov.uk/ukpga/1981/69) | NE04D | [Legal Text of Duty or Power 4](https://www.legislation.gov.uk/ukpga/1981/69) |

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| **ummary of Duty or Power (Plain English** | **Duty or Power** | **Statutory Framework Name** |
| [Confers on Natural England the](https://www.legislation.gov.uk/ukpga/1981/69) [responsibility for issuing any required](https://www.legislation.gov.uk/ukpga/1981/69) [wildlife licence for the carrying out of](https://www.legislation.gov.uk/ukpga/1981/69) [otherwise prohibited activities (i.e. under](https://www.legislation.gov.uk/ukpga/1981/69) [wildlife legislation, including carrying out](https://www.legislation.gov.uk/ukpga/1981/69) [surveys or conservation work, disturbing](https://www.legislation.gov.uk/ukpga/1981/69) [or damaging the habitat of protected](https://www.legislation.gov.uk/ukpga/1981/69) [species, and possessing, keeping or](https://www.legislation.gov.uk/ukpga/1981/69) [taking certain wildlife). The Act also](https://www.legislation.gov.uk/ukpga/1981/69) [creates several offences that are](https://www.legislation.gov.uk/ukpga/1981/69) [enforceable by Natural England for these](https://www.legislation.gov.uk/ukpga/1981/69) [purposes.](https://www.legislation.gov.uk/ukpga/1981/69) | Duty | [Wildlife & Countryside Act](https://www.legislation.gov.uk/ukpga/1981/69) [1981](https://www.legislation.gov.uk/ukpga/1981/69) |
| Leading on the implementation of the Environmental Impact Assessment (Agriculture) Regulations and handling cases of environmental damage under the Environmental Damage (Prevention and Remediation) Regulations; | Duty | The Environmental Impact Assessment (Agriculture) (England) (No.2) Regulations 2006 |

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| The power to designate sites  as Areas of Outstanding Natural Beauty ( AONB | Power | Part IV of the Countryside and Rights of Way Act 2000 |
| Requires public authorities to give due regard to eliminate unlawful discrimination; advance equality of opportunity between people who share a protected characteristic and those who don’t; foster or encourage good  relations between people who share a protected characteristic and those who don’t | Duty | Equality Act 2010 - PSED |

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| **Legislation Section & Subsection** | **Section or Subsection Web Link** | **If Duty, is it an**  **overarching objective/obligation which shapes the way the Regulator operates, or simply a statutory**  **obligation/purely** |
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| **If Duty, which Powers could the regulator utilise to uphold this duty?** | **Could regulatory actions taken in accordance with this duty/power be appealed or challenged using the Appeal Procedures in Sheet 4 or Judicial Review?** | **Does this duty or power apply to multiple regulators for the same territorial scope?** |
| NE01P; NE02P, NE06P | NE01, NE02, Judicial Review | No |
| NE01P; NE02P, NE06P | NE02 | No |

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| NE01P, NE06P | Judicial Review only | No |
| NA | Judicial Review only | Yes - All Public Bodies |

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| **Commencement Date** | **Territorial Scope** | **Macro Policy Area** |
| dd/mm/yyyy | England | Environment |
| dd/mm/yyyy | England | Environment |

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| dd/mm/yyyy | England | Environment |
| dd/mm/yyyy | England, Scotland & Wales | Equality & Human Rights |

Land management

Protected sites and species

**Policy Area**

Policy Area 1

Parks, trails and nature reserves

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| **Regulator** | **Case Name** | **Link to Judgement / Decision** | **Date of Judgement / Decision** | **Appeal Right Name (ref sheet 4) or Judicial Review** |
| Natural England | Stuart Tucker v Natural England [2023] UKFTT 330 (GRC) | https://knyvet.bailii.org  /uk/cases/UKFTT/GR C/2022/330.html | 1/18/2023 |  |

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| Natural England | The Queen (on the applicatio n of the Royal Society for the Protection of Birds) v Natural England The Queen (on the applicatio n of Mark Avery) v Natural England [2021] EWCA CIV 1637 | https://knyvet.bailii.org  /cgi- bin/format.cgi?doc=/e w/cases/EWCA/Civ/2 021/1637.html&query  =(.2021.)+AND+(EW CA)+AND+(CIV)+AND  +(1637) | 11/9/2021 |  |

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| Natural England | R. (on the applicatio n of Keir) v Natural England  [2021] EWHC 1059  (Admin) | https://[www.bailii.org/c](http://www.bailii.org/c) gi- bin/format.cgi?doc=/e w/cases/EWHC/Admi n/2021/1059.html&qu ery=(.2021.)+AND+(E WHC)+AND+(1059)+  AND+((Admin)) | 4/27/2021 |  |

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| Natural England | Natural England v Warren [2019]  UKUT 300 (AAC) | https://assets.publishi ng.service.gov.uk/me dia/5db1890ced915d 095c89f11f/MISC\_22  42\_2018-00.pdf | 10/2/2019 |  |

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| Natural England | R. (on the applicatio  n of RSPB) v  Natural England [2019] EWHC 585  (Admin) | https://[www.bailii.org/c](http://www.bailii.org/c) gi- bin/format.cgi?doc=/e w/cases/EWHC/Admi n/2019/585.html&quer y=(.2019.)+AND+(EW HC)+AND+(585)+AN  D+((Admin)) | 3/15/2019 |  |

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| Natural England | Forager Ltd v Natural England [2017]  UKUT 148 (AAC) | https://assets.publishi ng.service.gov.uk/me dia/58ff2605ed915d0 6ac000234/MISC\_092  6\_2016-00.pdf | 4/6/2017 |  |

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| Natural England | R. (on the applicatio  n of McMorn) v Natural England [2015] EWHC 3297  (Admin) | https://[www.bailii.org/c](http://www.bailii.org/c) gi- bin/format.cgi?doc=/e w/cases/EWHC/Admi n/2015/3297.html&qu ery=(R.)+AND+((on)+ AND+(the)+AND+(ap  plication)+AND+(of)+ AND+(McMorn))+AND  +(v)+AND+(Natural)+ AND+(England)+AND  +(.2015.)+AND+(EW HC)+AND+(3297)+AN  D+((Admin)) | 11/13/2015 |  |

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| Natural England | R (on the applicatio n of Chanter) v Natural England [2015] EWHC 1221  (Admin) | https://plus.lexis.com/ api/permalink/fe8b0ec 1-470c-43cb-b2db- 9c7d76864ce0/?conte xt=1001073 | 1/29/2015 |  |

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| Natural England | Natural England v Day [2014] EWCA  Crim 2683 | https://[www.bailii.org/c](http://www.bailii.org/c) gi- bin/format.cgi?doc=/e w/cases/EWCA/Crim/ 2014/2683.html&quer y=(.2014.)+AND+(EW CA)+AND+(Crim)+AN D+(2683) | 12/18/2014 |  |

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| Natural England | Eaton v Natural England [2013] EWCA  Civ 628 | https://uk.westlaw.co m/Document/IA1DEB 7B1384A11E3A8119  688964CC790/View/F  ullText.html?originatio nContext=document&t ransitionType=Search Item&ppcid=385121f8 7dc54488b2719aa9c 2bc097d&contextData  =(sc.Search)&navigati onPath=Search%2Fv 1%2Fresults%2Fnavi gation%2Fi0ad6ad3f0 0000190247c698ac4  2a1909&listSource=S earch&listPageSource  =9084261856887f7cf  eaac622bb4806ed&lis t=UK-  CASES&rank=39&na vId=66E9CDECD3F4 03516BC7C8F9C529  164C&comp=wluk | 5/1/2013 |  |

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| Natural England | Eaton v Natural England [2012] EWHC 2401  (Admin) | https://[www.bailii.org/](http://www.bailii.org/) ew/cases/EWHC/Adm in/2012/2401.html | 8/23/2012 |  |

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| Natural England | R. (on the applicatio  n of Boggis) v Natural England [2009] EWCA Civ 1061 | https://[www.bailii.org/](http://www.bailii.org/) ew/cases/EWCA/Civ/ 2009/1061.html | 10/20/2009 |  |

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| Natural England | R. (on the applicatio  n of Boggis) v Natural England [2008] EWHC 2954  (Admin) | https://[www.bailii.org/](http://www.bailii.org/) ew/cases/EWHC/Adm in/2008/2954.html | 12/5/2008 |  |

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| **Type of appeal / Matter concerning** | **Level of Court** | **Background & Issue / Appellant's ground** | **Outcome / Remedy or relief granted by the court** |
| An appeal against restoration notice imposed pursuant to the Regulatory Enforcement and Sanctions Act 2008 (the 2008 Act) and the Environment Civil Sanctions (England) Order 2010 (the 2010 Order). | First-tier Tribunal (General Regulatory Chamber) | The case concerned a restoration notice imposed pursuant to the 2008 Act and the 2010 Order. The appellant's appeal was made on the basis that the restoration notice was unreasonable. | The appeal is dismissed. A variation of the restoration notice was agreed. |

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| An appeal against a decision of the grant of a licence by Natural England pursuant to the Wildlife and Countryside Act 1981 Pt I s.16(1)(a). | Court of Appeal (Civil Division) | The case concerned  whether Natural England (NE) had acted lawfully in granting a licence for scientific, research or educational purposes, pursuant to the Wildlife and Countryside Act 1981 Pt I s.16(1)(a), for  a research project into the brood management of a rare protected bird species (hen harriers) on English grouse moors, which involved removing eggs and chicks from nests, rearing them in captivity, and releasing them into a suitable habitat away from grouse moors. | Appeal dismissed. |
|  |  | RSPB appealed on two grounds, that: (1) NE failed to satisfy itself that there was no other “satisfactory solution” |  |

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| Challenge against the grant of a derogation licence under the Conservation of Habitats and Species Regulations 2017 reg.55. | Queen's Bench Division (Administrative Court) | The case concerned an  interim injunction which had prevented the carrying out of certain works for the construction of the High Speed Rail 2 project, including felling 19 trees, under a derogation licence issued by Natural England.  In challenging the grant of the license, the appellant argued that NE had:  (1) failed to apply the correct approach  required under reg.55 of the 2017 Regulations in that it did not ask itself whether the proposed works would not be detrimental to the maintenance of the FCS of the bats, giving any benefit of doubt to  conservation. It should | The Court refused the application and discharged the interim injunction. |

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| Against a First-tier Tribunal's decision to vary a stop notice pursuant to section 46 of the Regulatory Enforcement and Sanctions Act 2008 and Schedule 3 to the Environmental Civil Sanctions (England) Order 2010. | Upper Tribunal (Administrative Appeals Chamber) | The case concerned  the respondent running commercial shoots on a country estate within a site that was a special conservation area and a special protection area. A stop notice was issued prohibiting the concerned activities.  The first-tier ruled against the notice and decided to vary the notice to remove any prohibition on partridge releases and all limitations on the shooting activities save for vehicular access, and to require the respondent to make a formal application for consent to any of the specified activities.  Natural England appealed against appealed to the Upper Tribunal on the | Appeal allowed, cross- appeal dismissed. The matter was remitted to a differently constituted tribunal, to include at least one member with substantial experience of environmental matters. In the interim, the tribunal was directed to vary the stop notice to permit the activities that the regulator had since agreed, pending determination of the remitted appeal |

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| Judicial review against a decision of the grant of a licence by Natural England pursuant to the Wildlife and Countryside Act 1981 Pt I s.16(1)(a). | Queen's Bench Division (Administrative Court) | The case concerned  whether Natural England had acted lawfully in granting a licence for scientific, research or educational purposes, pursuant to the Wildlife and Countryside Act 1981 Pt I s.16(1)(a), for a research project into the brood management of a rare protected bird species (hen harriers) on English grouse moors, which involved removing eggs and chicks from nests, rearing them in captivity, and releasing them into a suitable habitat away from grouse moors.  The claimants submitted that Natural England had misapplied s.16 by treating the purpose of | Judgment for defendant. |

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| An appeal against the issurance of a stop notice pursuant to the Environmental Civil Sanctions (England) Order 2010. | Upper Tribunal (Administrative Appeals Chamber) | The case concerned  the appellant company foraged wild plants and fruits for supply to restaurants in the area which was designated as a site of special scientific interest, a special area of conservation and a special protection area.  Upon recieval of a stop notice by Natural England, the appellant appealed to the First- tier Tribunal (General Regulatory Chamber), which was satisfied that the requirements for the issue of a stop notice had been met and upheld its issue unamended. The appellant appealed.  The appellant's contentions included that the FTT had been wrong to decide that | The FTT's decision would be set aside and the matter would be referred back to it with the direction to maintain the decision to uphold and continue the stop notice in respect of the relevant activities of the appellant, but to vary the notice to specify steps to be taken by the appellant. |

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| Judicial review against a refusal to grant a licence to kill buzzards under the Wildlife and Countryside Act 1981. | Queen's Bench Division (Administrative Court) | The claimant  gamekeeper applied for judicial review of the defendant's refusal to grant him a licence to kill a small number of common buzzards.  The claimant contended that the defendant had erred in treating raptors differently from other wild birds, making licences almost impossible to obtain in respect of buzzards predating on poults. He submitted that the defendant had applied more exacting evidential standards in respect of licences to kill raptors than other species, and that that inconsistent treatment was based on an undisclosed policy to  take account of the | Application granted. |

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| Application for permission to challenge a decision of Natural England in relation to 'cultivated' land. | Queen's Bench Division (Administrative Court) | The case concerned a  renewed application for permission to challenge a decision of Natural England taken on 3rd April 2014 by deciding land comprising five fields which the interested party had worked on was cultivated rather than uncultivated land for the purposes of the Environment Impact Assessment (Agriculture) (England) Regulations No 2 2006.  The claimant, representing local residents, argued that the land was uncultivated and that Natural England had erred in its decision by considering prior non- crop-producing cultivation activities as  cultivation, among other | Permission to proceed granted on particular ground. |

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| An appealed against conviction under the Wildlife and Countryside Act 1981 s.28E(1) and s.28P(1) and against the imposition of a £450,000 fine. | Court of Appeal (Criminal Division) | The case concerned a  fine of £450,000 imposed on a wealthy business man for arranging the felling of several trees in a woodland located in a site of special scientific interest without prior authorisation from National England.  Day (D) argued that (1) when considering the issue of causation, the judge had applied the principles in Environment Agency (formerly National Rivers Authority) v Empress Car Co (Abertillery) Ltd [1999]  2 A.C. 22, [1998] 2  WLUK 116 when he should have applied the much narrower test set out in R. v Hughes (Michael) [2013] UKSC  56, [2013] 1 W.L.R. | Appeals dismissed. |

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| Application for permission to appeal against a previous decision refusing both a protective costs order and permission to apply for judicial review. | Court of Appeal (Civil Division) | The case concerned an  application for permission to appeal against a decision ([2012] EWHC 2401  (Admin), [2013] 1  C.M.L.R. 10) refusing both a protective costs order and permission to apply for judicial review of a decision of the first respondent not to seek  an injunction against the second respondent interested party to prevent further construction of a wind farm.  The issues were:  (i) whether Eaton (E) had any prospect of establishing that the judge had erred in refusing permission to apply for judicial review,  given his conclusions that even if it had been  open to him in judicial | Applications refused. |

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| An application for injunctive relief to prevent the continuation of the construction of a wind farm. | Queen's Bench Division (Administrative Court) | The case concerned  the applicant (E) applying for injunctive relief against the respondent interested party (R) to prevent the continuation of its construction of a wind farm. The court also considered E's application for permission to apply for judicial review of the decision of the defendant (N) not to seek an injunction against R in its own right. E also sought a protective costs order against R and N.  The basis of her application was the actual or threatened commission by R of offences under the Wildlife and Countryside Act 1981  s.1 and under the | Applications refused. |

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| An appeal against a decision ([2008] EWHC  2954 (Admin), [2009] 3  All E.R. 879) quashing the confirmation of part of a SSSI. | Court of Appeal (Civil Division) | The case concerned a  party who constructed a sacrificial sea defence without planning permission or consent under the costal protection legislations.  The party objected to Natural England (N)'s predecessor's decision to adjust the boundary of the SSSI to include the property of B and other residents, fearing that it would prevent them from continuing to replenish the sacrificial sea defence.  The case was heard initially in the High Court, which the court has granted the application in part. N further appealed, and the respondents cross- appealed.  The defendant | Appeal allowed, cross- appeal dismissed. |

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| Judicial review of a decision of Natural England (N) to notify and confirm its decision to declare a section of coastline a SSSI. | Queen's Bench Division (Administrative Court) | The case concerned  the claimants (B), whose properties were threatened by coastal erosion, had constructed sea defences without the necessary consents.  The claimants objected to N's predecessor's decision to adjust the boundary of the SSSI to include the property of B and other residents, fearing that it would prevent them from continuing to replenish the sacrificial sea defence. The claimants apply for JR to challenge the decision.  B submitted that (1) Natural England (N) had acted unlawfully in designating the land as an SSSI, in that (a) N had misconstrued what | Application granted in part. |

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| **Summary of the grounds** | **Positive or negative judicial consideration by other cases (From Westlaw)** | **Estimate of the total costs of each appeal and/or any award for costs that has been made against a**  **party(s).** |
| The appellant's  appeal was made solely on the basis that the restoration notice was unreasonable.  Having heard the respondent's evidence about the features that led to the SSSI within which his land falls being notified and having heard the evidence about the impacts of the activities carried out on his land to date and the potential impacts of planned activities, the appellant confirmed that he is now willing  to comply with | No Substantial Judicial Treatment | Not found. |

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| Among other |  |  |
| things, the court |  |  |
| held that the |  |  |
| judge had been |  |  |
| correct to find |  |  |
| that Natural |  |  |
| England had |  |  |
| properly |  |  |
| considered the |  |  |
| application as |  |  |
| one for |  |  |
| permission to |  |  |
| carry out a |  |  |
| research project within s.16(1)(a),  rather than a | No Substantial Judicial Treatment | Not found. |
| conservation |  |  |
| project under |  |  |
| s.16(1)(c). On |  |  |
| the second |  |  |
| ground, it was |  |  |
| held that Brood |  |  |
| management in |  |  |
| SPAs was not |  |  |
| designed to |  |  |
| displace hen |  |  |
| harriers from |  |  |
| their natural |  |  |
| habitat, but to |  |  |

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| The court |  |  |
| refused K's |  |  |
| application and |  |  |
| discharged the |  |  |
| interim |  |  |
| injunction. It held |  |  |
| that NE's |  |  |
| consideration of |  |  |
| "likelihood" in |  |  |
| accessing the |  |  |
| maintenance of |  |  |
| FCS was valid, |  |  |
| and there was |  |  |
| no evidence of departure from  its policies. | Positive/Neutral Judicial Consideration | Not found. |
| Claims of |  |  |
| irrationality were |  |  |
| dismissed as |  |  |
| misreadings of |  |  |
| the material or |  |  |
| inappropriate |  |  |
| challenges to |  |  |
| expert judgment. |  |  |
| The court |  |  |
| concluded that, |  |  |
| even assuming |  |  |
| legal errors by |  |  |
| NE, an injunction |  |  |

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| The court found  that the First-tier Tribunal was not bound by the requirements of the Conservation of Habitats and Species Regulations 2017 reg.63, and thereby Directive 92/43 art.6(3), in terms of assessing the implications of a plan or project on a special area of conservation or a special protection area.  The tribunal was not a competent authority on which the Regulations imposed such obligations.  However, it was  bound to apply | Positive/Neutral Judicial Consideration | Not found. |

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| The court found  that NE had lawfully exercised its statutory powers under section 16(1)(a) of the 1981 Act, which requires NE to ensure there are no other satisfactory solutions for the scientific purpose before granting a licence. NE's decision-making process was deemed rational, having considered and rejected a test in Scotland as an unsatisfactory alternative and having thoroughly  assessed the | Positive/Neutral Judicial Consideration | Not found. |

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| The Upper  Tribunal (Administrative Appeals Chamber) set aside the decision of the First-tier Tribunal (General Regulatory Chamber) (the FTT), upholding the respondent Natural England's issue of a stop notice to the appellant company. The notice was not a nullity because it had not contained steps required to comply with it and the FTT was directed to vary the notice to specify steps to  be taken by the | No information. | Not found. |

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| The court  granted the application, finding in favor of the claimant on several grounds against Natural England's decision-making process. The court highlighted that the Act and Directive 2009/147, which it implemented, did not differentiate between species such as raptors or buzzards and other livestock, including game birds, in terms of the necessity for control measures. It was determined that  Natural England | Positive/Neutral Judicial Consideration | The court found that this is an Aarhus claim for costs purposes. |

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| The court found  that tyne harrowing, which had taken place in 2010 and  2011,  constituted cultivation under the regulations.  The court affirmed that the purpose of the regulations was to protect the natural interest of uncultivated or semi-natural land, which could be undermined if land that had been ploughed and harrowed without crop production was not considered cultivated.  However, the | Not applicable. | Not found. |

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| The court upheld  the fine against Mr. Day. The court found that Mr. Day's guilty plea acknowledged his causation of the prohibited operations. His attempts to intimidate the local community and obstruct justice significantly aggravated the offence. The fine was deemed appropriate to reflect the harm caused, Mr.  Day's culpability, and his gross negligence in pursuit of commercial gain, taking into  account his | No Substantial Judicial Treatment | Not found. |

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| The court  refused the applications. The court found no prospect of success in E's challenge to the refusal of judicial review, as the evidence did not demonstrate a realistic likelihood of criminal offences being committed.  Additionally, the court held that there was no real prospect of successfully challenging the refusal to grant a protective costs order. The judge's conclusions that the proceedings were effectively  a private law | No Substantial Judicial Treatment | Not found. |

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| Injunctive relief  was refused on the basis that there was no serious issue to be tried because the application should have been issued as a conventional claim under CPR Pt 7 and the applicant lacked standing.  Additionally, she could not seek an injunction to prevent the commission of criminal offences as a private citizen unless she could show that she had consequently suffered, or would suffer, some individual  loss on a tortious | No Substantial Judicial Treatment | Not found. |

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| Ground G  (Appeal by Defendant): The court allowed the defendant's appeal on the basis that the notification of the SSSI under section 28 of the Wildlife and Countryside Act 1981, including the listed operations likely to damage the site (OLDs), did not constitute a "plan" or "project" within the meaning of article 6(3) of the Habitats Directive.  Ground A (Cross- Appeal by Claimant): The court dismissed | Positive/Neutral Judicial Consideration | Not found. |

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| It was held that  Natural England, had acted lawfully in designating a section of coastline in Suffolk a Site of Special Scientific Interest.  However, the notification and confirmation of the SSSI had included a formal statement of an intended course of future action which was a "plan" within the meaning of Directive 92/43 art.6(3) and Natural England had acted unlawfully to the extent that it had failed to carry  out an | Negative Judicial Consideration | Not found. |

The fact that after hearing the respondent's evidence, the appellant confirmed that he is willing to comply with the requirements of the restoration notice and agreed to variation of the restoration notice suggested that the dispute could be resolved in another manner, for example, ADR.

**(If applicable) Summary of the specific actions the regulator could have taken to resolve the dispute prior to the appeal**

Not applicable.

Not applicable.

Not applicable.

Not applicable.

Not applicable.