

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

CALL-OFF REFERENCE: **1663**
Wireless Access Point (WAP) Installation

THE BUYER: NHS England on behalf of South, Central and West (SCW)
Commissioning Support Unit

BUYER ADDRESS Omega House, 112 Southampton Road, Eastleigh, SO50 5PB

SUPPLIER REFERENCE N/A

THE SUPPLIER: Specialist Computer Centres PLC

SUPPLIER ADDRESS: International HQ, James House, Warwick Road, Tyseley,
Birmingham B11 2LE

REGISTRATION NUMBER: 01428210

DUNS NUMBER: 227720521

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05.02.26.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT: 1a: Inter Site Connectivity (Wider Area Network) / Data Access 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:

- This Order Form
- Joint Schedule 1 (Definitions and Interpretation)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 6 (Key Subcontractors)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 20 (Call-Off Specification)
- Framework Schedule 1 (Specification)
- CCS Core Terms (version 3.0.11)
- Joint Schedule 5 (Corporate Social Responsibility)
- Call-Off Schedule 4 (Call-Off Tender Response) including Post Tender Clarification Q&As

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

CALL-OFF SPECIAL TERMS

The supplier will support the provision of WAP installation at additional sites (at sites within the counties detailed in the core requirements) if needed. SCW would expect to pay the day rate as per the supplier's financial offer as part of their tender response, and all additional services would need to be agreed in writing (defining clear in scope deliverables and costs [excl. VAT]) between both parties before the work commenced.

The contract will require the supplier to provide services and resources deemed out of 'IR35' scope (as a fully outsourced service) and as such all requirements, key milestones and outputs detailed within the specification will be solely directed and managed by the supplier. The IR35 status determination statement of any worker used on the project will be the responsibility of the appointed supplier, and all Pay As You Earn (PAYE) income tax / National Insurance Contributions / Apprenticeship Levy requirements will be the liability of the appointed supplier.

CALL-OFF START DATE **9 February 2026**

CALL-OFF EXPIRY DATE **20 March 2026**

CALL-OFF INITIAL PERIOD 2 Months

CALL-OFF OPTIONAL EXTENSION PERIOD Not Applicable

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £32,835.83.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All invoices will be paid by NHS South, Central and West CSU. Invoices will be paid via BACS. Invoices should include the purchase order number, the invoice address below, what the charges are for, and the period or date the charges refer to. The payment profile for this Contract shall be monthly in arrears based on number of completed installations in the preceding month.

BUYER'S INVOICE ADDRESS

NHS South, Central and West CSU, 0DF Payables M425, PO BOX 312, Leeds, LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

██████████, Head of Enterprise Architecture, ██████████

BUYER'S ENVIRONMENTAL POLICY

<https://scwcsu.nhs.uk/about/sustainability/green-plan>

BUYER'S SECURITY POLICY

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED], Account Director Healthcare, [REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED], Account Director Healthcare, [REDACTED]

PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

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

KEY STAFF

[REDACTED], Account Director Healthcare, [REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED] - ITM Communications Ltd (05379449), 41 Alston Drive, Bradwell Abbey, Milton Keynes, Buckinghamshire, MK13 9HA

COMMERCIALY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Completion of WAP installations by contract end

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 in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Commercial Services Director	Role:	Portfolio Director, Digital, Data & Technology
Date:	04-02-26	Date:	05/02/2026

Joint Schedule 1 (Definitions and Interpretation)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 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**";
 - 1.3.6 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;
 - 1.3.7 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;
 - 1.3.8 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;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) 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

- (b) 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

1.3.14 unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to “**Call-Off Contract**” and “**Contract**” shall be construed as including Exempt Call-off Contracts.

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

Accounting Reference Date	means in each year the date to which the Supplier prepares its annual audited financial statements;
"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);
"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-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"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: <ul style="list-style-type: none"> a) 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); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; a) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3million, verify the Open Book Data; c) verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law; d) 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;

	<p>e) 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;</p> <p>f) 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;</p> <p>g) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>h) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>j) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>means:</p> <p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"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);

Buyer System	has the meaning given to it in Schedule 6 (ICT Services);
"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 scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"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 up to a maximum of the number of years in total 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 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);
Catalogue	the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition;
Catalogue Publication Portal	the CCS online publication channel via which Buyers can view the Catalogue;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	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: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	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"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	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 Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"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;
"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: a) applicable Start Date; or b) 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 Network	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific CallOff Contract;

"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"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) 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; c) 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 d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead; ii) financing or similar costs; iii) 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; iv) taxation; v) fines and penalties; vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"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;
Direct Award Criteria	the award criteria to be applied for the direct award of CallOff Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
"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: 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 is required by the Supplier in order to provide the Deliverables; and/or 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 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: the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or 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"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) 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);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
Financial Reports	a report by the Supplier to the Buyer that: <ul style="list-style-type: none"> a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and is certified by the Supplier's Chief Financial Officer or Director of Finance;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	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: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) 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 framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the 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 Initial Period	the initial term of the Framework Contract as 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;
"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"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) 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;
Gold Contract	a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
"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"	<p>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:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; <p>or</p>

	ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"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;
HM Government	Her Majesty's Government;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Social Care Network or HCSN	the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at https://digital.nhs.uk/services/health-and-social-care-network ;
"HMRC"	Her Majesty's Revenue and Customs;
ICT Environment	the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"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;
ICT Services	the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) 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;
"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"	<p>with respect to any person, means:</p> <p>(a) 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:</p> <p>(i) (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</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) 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;</p> <p>(c) 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;</p> <p>(d) 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;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) 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 amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) 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;</p> <p>(iii) (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</p>

	(iv) (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"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) 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;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	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 ;
ISO	International Organization for Standardization;
"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 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"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: which is relied upon to deliver any work package within the Deliverables in their entirety; and/or 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 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 fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"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: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to 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);

<p>Nationally Critical Public Sector Domains</p>	<p>domains where loss of access or an outage (for any reason) would cause immediate and extended outages of public-facing digital services, disrupting citizens' access to the services they depend on including benefits, and loss and disruption of all Government internal communications, including public servants accessing their own internal IT.</p> <p>There are a number of nationally critical domains within the UK, including but not limited to .gov.uk, .nhs.uk, gov.scot, gov.wales, .police.uk and .mod.uk.</p>
<p>"New IPR"</p>	<p>a) 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</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<p>"Occasion of Tax Non-Compliance"</p>	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) 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;</p>
<p>"Open Book Data "</p>	<p>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:</p> <p>a) 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;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

	<ul style="list-style-type: none"> ii) 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; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) 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;</p> <p>g) 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</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"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;
"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 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 a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Primary Services	the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
"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"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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.
Public Services Network or PSN	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-services-network ;
Rating Agency	as defined in the Framework Award Form or the Order Form, as the context requires;
"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 its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"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) as amended from time to time;
"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: a) 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 b) 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"	a) 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);

	b) 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 Expiry 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 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;
RTI	Real Time Information
"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;
"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);
"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 Offer	a Deliverable made available to Buyers by the Supplier via the Catalogue;
Service Offer Effective Date	the date when the Service Offer will be available to Buyers on the Catalogue;
Service Offer Expiry Date	the date the Service Offer will be/was removed from the Catalogue;
Service Offer Price Card	a list of prices, rates and other amounts for a specific Service Offer;
Service Offer Template	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
"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: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"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;
Smart Cities (Smart share and connected spaces)	use of information, and communication technologies to increase operational efficiency, share information with the public and improve both the quality of government services and citizen welfare. Solutions in this area generally combine a number of technologies, including sensors for the collection of data, connectivity to cloud hosted data management platforms, and data visualisation applications.
"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: a) 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; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) 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: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) 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 Action Plan	a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"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"	<p>a) 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;</p> <p>b) 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;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	<p>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;</p>
"Supplier Equipment"	<p>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;</p>
"Supplier Marketing Contact"	<p>shall be the person identified in the Framework Award Form;</p>
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	<p>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;</p>
"Supplier Profit Margin"	<p>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;</p>
"Supplier Staff"	<p>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;</p>
"Supporting Documentation"	<p>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;</p>
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) 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</p>

	d) 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;
TEM Provider	a Supplier appointed by CCS to provide telecoms expense management;
"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: a) for the Testing of the Deliverables; and b) 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;
Time and Materials	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
"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 – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) 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);
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
United Kingdom	the country that consists of England, Scotland, Wales, and Northern Ireland
"Variation"	any change to a Contract;

"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-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"	7.5 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: <ul style="list-style-type: none"> [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)

1. The insurance you need to have

- 1.1 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:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (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;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 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.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 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;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 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.

3. What happens if you aren't insured

- 3.1 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.
- 3.2 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.

4. Evidence of insurance you must provide

- 4.1 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.

5. Making sure you are insured to the required amount

- 5.1 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.

6. Cancelled Insurance

- 6.1 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.
- 6.2 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.

7. Insurance claims

- 7.1 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.

Joint Schedule 3 (Insurance Requirements)

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- 7.2 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.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 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.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

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

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

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

employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 21 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 of the Core Terms (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 of the Core Terms (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 of the Core Terms (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 of the Core Terms (When CCS or the Buyer can end this contract) and 10.5 of the Core Terms (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

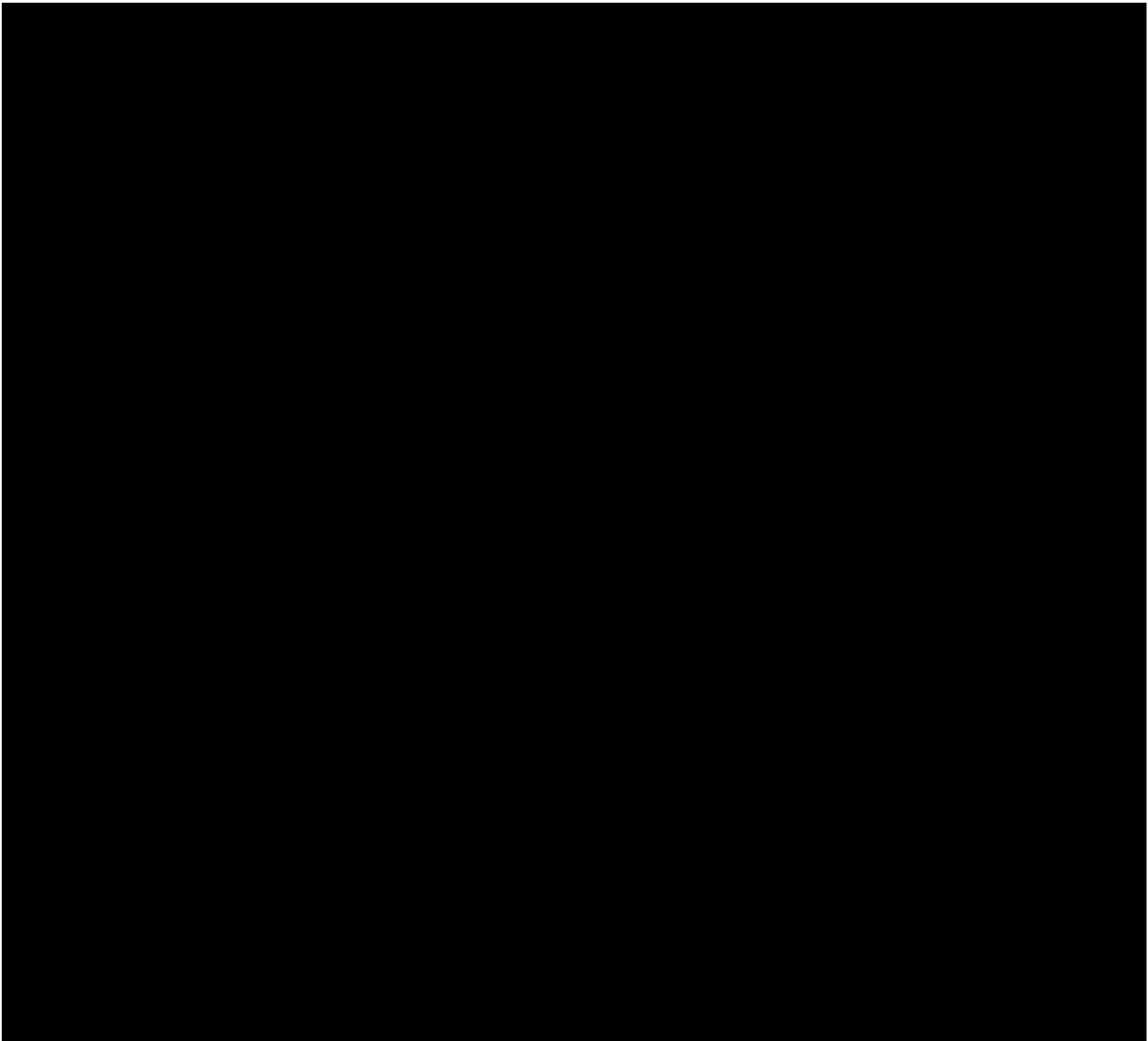
Call-Off Schedule 5 (Pricing Details)

The maximum contract value (excluding VAT) £32,835.83

- [REDACTED]
- [REDACTED]

The Supplier has provided the following price structure exclusive of VAT expenses.

Contractual pricing will utilise a day rate model. Should SCC need to revisit sites (outside of the 25 days quoted) as unable to detect the exact WAP location, or if SCW require provision of WAP installation at additional sites (which would be within the counties detailed in the core requirements), SCW would expect to pay the day rate as per the supplier's financial offer as part of their tender response.



Call-Off Schedule 20 (Call-Off Specification)

Background and Context

SCW needs to continue to provide secure and supported wireless infrastructure across its corporate estate / sites. SCW have **104** new Cisco C9115AXI-E WAPs in stock (in Titchfield, Hampshire) that need to be installed across SCW sites detailed in Appendix A. These will replace existing WAPs at these sites that are presently end-of-life.

Service Delivery / Product Requirements

SCW require a supplier to:

1. Provide a Supplier Project Manager / single point of contact to:
 - a. Liaise initially (week commencing 19 January 2026) with the SCW Project Manager to schedule mutually agreeable install dates, so SCW can update the individual sites and ensure downtime with local parties / users at the site is communicated / OK'd in advance.
 - b. Attend weekly online meetings to review planned and completed work.
 - c. Provide a RAMS (Risk and Method Statement) week commencing 19 January 2026 including:
 - Description of work
 - Relevant regulations and standards
 - Summary of main risks e.g. avoiding damage to fire prevention measures
 - Method statement e.g. how any holes are filled back in, so they do not impact fire prevention measures
 - Emergency procedures
2. Collect **104** new Cisco C9115AXI-E WAPs from Titchfield from 19 January 2026 and insure devices against loss / theft / damage (accidental or otherwise) from Titchfield collection to the point of mounted installation and operation confirmed. A Data Sheet is available here <https://www.cisco.com/c/en/us/products/collateral/wireless/catalyst-9100ax-access-points/datasheet-c78-741988.html>
3. Provide Supplier Engineer[s] (1 or multiple) to:
 - a. Liaise with their Project Manager.
 - b. Work onsite (see Appendix A), Monday-Friday between 9-5pm, during the contract period.
 - c. Liaise with the SCW Site Contact Lead (sometimes a SCW Engineer) on the day of the individual visit.
 - d. Identify / detect WAP(s) location in the building (some detail is provided in Appendix A).
 - e. Remove the current end-of-life WAP(s) and leave on site with the SCW Site Contact Lead.
 - f. Install / mount the new WAP(s):
 - i. Following the manufacturer's fitting instructions.
 - ii. Suitably reinstating any fire suppressing barrier if breached.
 - iii. Attached to a fixed hard / solid surface / structure, not a moveable surface.
 - iv. Using an appropriate mounting bracket, not Velcro, sticky tape or adhesive.
 - v. Cleaning up dirt / debris from the installation using supplier provided cleaning

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apparatus, essentially leaving the area clean and tidy, and disposing of any packaging.

- vi. Regarding the installation of the WAP's, SCW believe most are installed within ceiling cavities or on ceiling tiles or similar.
Where possible, where a WAP is installed currently on a wall or similar, we ask that it placed in the ceiling cavity if this would allow the WAP to function correctly without the need for drilling holes. Where a WAP is installed using screws drilled into a wall or similar, SCW intend to obtain wayleaves or equivalent.
If SCW are unable to obtain wayleaves or equivalent and there is no other option the supplier will be required to provide a small timber batten or similar so this can be screwed to the wall or similar using existing holes, and the new WAP screwed to the batten. Every attempt must be made to make the batten secure and safe and visually unobtrusive.
Supplier is not to drill holes unless a wayleave or similar is provided.
We would suggest the supplier survey sites before February to determine the numbers of WAPs attached to walls or similar using drilled holes and screws.

- g. Before the Supplier Engineer leaves the site:
 - i. Communicate with the SCW Project Manager when new WAPs are installed, configured, tested and live so the SCW Project Manager can confirm:
 - WAPs are live and registered with the wireless LAN controller via the SCW Engineer.
 - The area is clean and tidy via the SCW Site Contact Lead.
 - ii. Support the SCW Project Manager and/or SCW Engineer with any 'go-live' issues.
 - h. To engage with SCW Project Manager as necessary for each access point being replaced.
 - i. Complete installation works, ensuring WAPs are live by the end of the contract.
 - j. Supplier to produce and attach a label to each WAP which will have a friendly-name printed on e.g. "3 Letter SITE REF – e.g. OMG", "POSTCODE", "WAP001" and a "what3words reference". A list needs to be maintained by the supplier noting the friendly name, the serial number and the WAP's location e.g. Board Room 1 and the "what3words" ref. List to be supplied to SCW Project Manager at weekly meeting or as requested
4. Support the provision of WAP installation (as above) at additional sites (at sites within the counties detailed in the core requirements) if needed. SCW would expect to pay the day rate as per the supplier's financial offer as part of their tender response, and all additional services would need to be agreed in writing (defining clear in scope deliverables and costs [excl. VAT]) between both parties before the work commenced.

If the supplier wishes to pre-visit for a survey, this should be done in advance and the work commencing and factored into the offer.

Out of scope - no cabling work is needed as existing end-of-life WAPs will just be swapped with new WAPs, in the same position using the same power over ethernet cable that is unplugged from the outgoing WAP. No ongoing support and maintenance is needed.

Outcomes

1. The primary specific objective is to remove existing end of life WAPs across the SCW estate and replace them with new WAPs that SCW presently have in stock.

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

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2. Ensure that all new WAPs are installed and live by the end of the contract.
3. Works to be completed and invoiced by 13 March 2026, prior to SCW's financial year end.
4. The supplier installing the access points will work with SCW parties (as above) to complete the works with an agreed process.

Monitoring and reporting

SCW expect reporting from the supplier in the lead up to, performing of, and closing of works at each site.

Industry Standards or Accreditations (equivalents)

Bidders will need to have a current and valid Cyber Essentials standard accreditation. Please note, *Cyber Essentials Plus* not required. Evidence of bidder's compliance to this accreditation is to be provided as part of their tender submission.

IR35

The contract will require the supplier to provide services and resources deemed out of 'IR35' scope (as a fully outsourced service) and as such all requirements, key milestones and outputs detailed within the specification will be solely directed and managed by the supplier. The IR35 status determination statement of any worker used on the project will be the responsibility of the appointed supplier, and all Pay As You Earn (PAYE) income tax / National Insurance Contributions / Apprenticeship Ley requirements will be the liability of the appointed supplier.

Contract Manager

Head of Enterprise Architecture

Delivery Addresses

- c/o Office for National Statistics, Segensworth Road, Titchfield, Hampshire PO15 5RR
- As per Appendix A



1663 - Appendix A
WAP Installation Site I

- Other ad-hoc sites if needed, in agreement with the supplier as above

Budget

Not disclosed

Payment Profile

Invoicing will be monthly in arrears based on number of completed installations in the preceding month.

Framework Schedule 1 (Specification)

RM6116 Network Services 3 Statement of Requirements

The Crown Commercial Service (CCS), hereby known as the Authority, is seeking to establish a multi-Supplier Framework Agreement for the supply of Network Services covered by the Lotting structure indicated below.

1. Specification

1.1. This Framework is divided into the following Lots:

- 1.1.1. Lot 1a Inter site Connectivity (Wide Area Network) / Data Access Services
- 1.1.2. Lot 1b Commercial Radio capabilities
- 1.1.3. Lot 1c Tactical Radio systems
- 1.1.4. Lot 1d Critical Domain services
- 1.1.5. Lot 2a Intra site Connectivity (Local Area Network) / Local Connectivity Services
- 1.1.6. Lot 3a IoT and Smart Cities (Smart shared and connected spaces)
- 1.1.7. Lot 3b Communication Platform as a Service
- 1.1.8. Lot 4a Analogue Telephony
- 1.1.9. Lot 4b Digital Communication Services (Unified Communications)
- 1.1.10. Lot 4c Contact Centre Solutions
- 1.1.11. Lot 4d Inbound Telephony Services
- 1.1.12. Lot 4e Paging & Alerting

This Framework Agreement provides:

- Suppliers that can provide design, build and deliver capabilities in their relevant service area(s). This means that suppliers will be able to offer customers vendor agnostic consultancy on improving the performance and security of their networks and also offer the managed services required to build fully integrated network solutions enabling cloud-based designs that offer customers flexibility and a better security posture.
- A robust performance management approach, including collection and analysis of KPI metrics and quarterly performance reviews between the Authority, Contracting Authorities and the framework Suppliers to support maintenance and continuous improvement of performance levels throughout the framework lifetime.

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

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- Data gathering route to allow collection of detailed management information and metrics to support ongoing trend analysis and service development.
- Transparency of Supplier service capability/offer and pricing to support informed buying decisions by Customers.
- Flexibility of call-off approach via direct award or further competition to meet customer timelines.

Call Off Requirements:

1.2. The structure of each Lot is set out in paragraph 2 below, and:

1.2.1. Each Buyer's Call-Off Contract may or may not include:

- a) the Primary Services of a Lot (as defined in paragraph 1.2.2 below); and/or
- b) the technology, equipment and solutions (as defined in paragraph 1.2.3 below); and/or
- c) the Ancillary Services (as defined paragraph 1.2.4 below).

1.2.2. Primary Services:

- a) Primary Services provide the functionality and services that are fundamental to a Lot; and are set out in paragraph 2 of this Part A;
- b) A Primary Service from a given Lot, can be employed as part of the delivery of a Primary Service in a separate Lot, but only where all of the following apply:
 - (i) the Primary Service from a given Lot is required in order to enable the delivery of the Primary Service in a separate Lot; and
 - (ii) the Primary Service from a given Lot is used exclusively for the delivery of the Primary Service in a separate Lot.
 - (iii) the Buyer has requested that the Supplier include the Primary service from a given Lot in their Tender.
- c) A Primary Service from a given Lot **cannot be procured**:
 - (i) as a standalone Primary Service from a separate Lot;
 - (ii) as standalone technology, equipment and solutions from a separate Lot; and
 - (iii) as an Ancillary Service in a separate Lot.

1.2.3. Technology, equipment and solutions:

- d) These are optional technology, equipment and solutions that may be required in the delivery of the Primary Services of a Lot; and are set out in paragraph 2 of this part A.
- e) Technology, equipment and solutions from a given Lot, can be employed as part of the delivery of a Primary Service in a separate Lot, but only where:
 - (i) the technology, equipment and solutions from a given Lot are required in order to enable the delivery of the Primary Service in a separate Lot; and
 - (ii) the technology, equipment and solutions from a given Lot is used exclusively for the delivery of the Primary Service in a separate Lot.
- f) Technology, equipment and solutions from a given Lot **cannot be procured**:
 - (i) as a standalone Primary Service from a separate Lot;
 - (ii) as standalone technology, equipment and solutions from a separate Lot; and
 - (iii) as an Ancillary Service in a separate Lot.

1.2.4. Ancillary Services:

- a) Ancillary Services are optional goods and services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and technology, equipment and solutions in a Lot.
- b) The scope of Ancillary Services in all Lots includes, but is not limited to:
 - (i) supply, installation (including any building or civil engineering works), management, help desk services, Buyer service portals, maintenance, technical architecture, system design, project management and related professional services associated with the provision of the Services; and
 - (ii) migration and transition support and other related services to enable the successful implementation and performance of solutions provided under a Lot.
- c) Ancillary Services may appear in more than one Lot; and
- d) Ancillary Services must be in scope of the Lot under which the Call-Off Contract is awarded.

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- 1.3. The Buyer shall select the Services it requires when making a direct award from the Catalogue; or shall specify the Services as part of its invitation to tender for a Further Competition.
- 1.4. Where a Supplier responds to a Buyer's Statement of Requirements with a solution comprising multiple Primary Services and/or Ancillary Services, the Supplier shall ensure that each element of its solution is clearly identified and priced in its Call-Off Tender.
- 1.5. Where a Supplier creates a Service Offer with a solution comprising multiple Primary Services and/or Ancillary Services, the Supplier shall ensure that each element of its solution is clearly identified in the Service Offer Price Card.
- 1.6. The Supplier shall ensure that where a Call-Off Tender proposal or Service Offer is dependent on multiple Primary Services and/or Ancillary Services the Buyer can readily (either through the use of application programming interfaces, open source software or otherwise) remove or adapt elements of the Deliverables such that:
 - 1.6.1. the Buyer is able to adopt and integrate other solutions from alternative suppliers during or on expiry of the Contract Period; and
 - 1.6.2. minimise the cost of any associated Variation.
- 1.7. Note that a wide variety of non-secure, OFFICIAL, PSN accredited and HSCN compliant and enhanced security requirements may transpire throughout the duration of the Framework Contract for all Lots.
- 1.8. Suppliers are expected to achieve and maintain appropriate security accreditation of the services as may be required by CCS and Buyers.
- 1.9. Where the Services are PSN Services they will comply with relevant PSN standards and processes, as described on the PSN website <https://www.gov.uk/government/groups/public-services-network> ("**PSN Standards**").
- 1.10. Where the Services are HSCN Connectivity Services the Supplier shall comply with the HSCN obligations and processes described in the following documents on the HSCN website <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>
 - a) HSCN Compliance Operating Model
 - b) HSCN Obligations Framework
 - c) HSCN CN-SP Service Management Requirement Addendum
 - d) CN-SP Deed

- e) HSCN Mandatory Supplemental Terms

Telecoms Expense Management

The Supplier shall provide without charge to a TEM Provider nominated by the Contracting Authority the detailed invoice data for each Contracting Body in receipt of Services in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Contracting Body, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (Confidentiality) of the PSC Core terms.

2. Lot Structure

2.1. Lot 1a: Inter site Connectivity (WAN) / Data Access Services

2.1.1. Lot 1a Scope of Services:

This Lot 1a is for the provision of connectivity services, enabling Site-to-Site or Site-to-cloud interconnectivity as described in paragraphs 2.1.2 to 2.1.4.

2.1.2. Lot 1a Primary Services:

- a) Wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection.
- b) Wide area connectivity for the provision of a managed or unmanaged point-to-internet/cloud data-only connection.

2.1.3. Lot 1a Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 1, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 1 services
- b) unmanaged dark connectivity
- c) terrestrial, fibre, wireless and satellite solutions
- d) data networking equipment
- e) software-defined networking (SD WAN)
- f) Secure Access Service Edge (SASE) network architectures
- g) individual or multiple data connectivity circuits
- h) connectivity to support voice services (e.g. PSTN - public switched telephone network, and IP - internet protocol telephony)
- i) network related security and access control solutions including but not limited to provision of security equipment
- j) domain name resolution services

- k) support for classes and/or qualities of service (COS/QOS) and flexible bandwidth options
- l) closed user groups and virtual private networks
- m) Internet Service Providers (ISP) and Internet services & gateways, including;
 - internet access, transit and ISP peering solutions
 - broadband routing and performance monitoring tools (including user self-test speed detection and reporting)
 - home and teleworker service packages, including remote access solutions
 - e-mail and website services as part of ISP service
 - co-location and hosting – but only as part of ISP service
 - on-line storage as part of ISP service (i.e.; not SAN - storage area network solutions or components)

2.1.4. Lot 1a Ancillary Services:

The Ancillary Services for this Lot 1a are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.2. Lot 1b: Commercial Radio Connectivity

2.2.1. Lot 1b Scope of Services:

This Lot 1b is for the provision of voice services over a radio communications system, as described in paragraphs 2.2.2 to 2.2.4.

2.2.2. Lot 1b Primary Services:

- a) A voice communication solution utilising UHF (Ultra High Frequency), and/or VHF (Very High Frequency) radio frequency bands.
- b) The ability to transmit and receive from a central operator console a voice communication over the allocated frequency to a hand held device, push to talk release to listen, outside of a building.

2.2.3. Lot 1b Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 1b, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 1b services
- b) mobile radio and two-way transceiver
- c) point to point and/or point to multipoint

- d) supply, installation and, maintenance
- e) secure radio and support equipment
- f) commodity and/or managed service
- g) professional mobile radio (PMR) (known in UK as private radio)
- h) compliance with any prevailing radio standards, including TETRA (Terrestrial Trunked Radio)
- i) closed user groups

2.2.4. Lot 1b Ancillary Services:

The Ancillary Services for this Lot 1b are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.3. Lot 1c: Tactical Radio Systems

2.3.1 Lot 1c Scope of Services:

This Lot 1c is for the provision of voice services over a radio communications system, as described in paragraphs 2.3.1 to 2.3.3.

2.3.2 Lot 1c Primary Services:

Provision of a radio solution that enables the exchange of secure[1] voice & data communications over a tactical radio communications system, utilising Line of Sight (LOS) C Band, S Band, L Band, Ultra High Frequency (UHF), Very High Frequency (VHF) and/or High Frequency (HF) radio frequency bands[2]. The ability to transmit and receive, using push to talk to a personal, manpack or platform device, using point to point and/or point to multipoint. The tactical radio system is not reliant on any fixed communications and power infrastructure[3] to operate and may need to be intrinsically safe to operate around electrically initiated munitions. The Tactical Radio Systems provided shall include but shall not be limited to:

- **Personal Radio System**, for use by a person, on foot, in various operational environments and climates (urban, rural, desert, maritime/littoral, low and high temperature).
- **Manpack Radio System**, for use by a person, carried in a bergen, for use in various operational environments and climates (urban, rural, desert, maritime/littoral, low and high temperature).
- **Platform Radio System**, for use in land/air/maritime/littoral platforms.

Product/Service specific definitions:

[1] At OFFICIAL and OFFICIAL SENSITIVE classifications but potentially up to SECRET for some call-off requirements.

[2] The International Telecommunications Union (ITU) designates VHF as 30 to 300 megahertz (MHz) and UHF as 300 MHz to 3 gigahertz (GHz). The Institute of Electrical and Electronics Engineers (IEEE) designates C Band as 4-8 gigahertz (GHz), S Band as 2-4 GHz and L Band as 1-2 GHz.

[3] Within a specific length of time, which will be detailed in the call-off contract(s).

2.3.3 Lot 1c Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 1c, including but not limited to:

- a) Design, survey, build, management, support and maintenance for Lot 1c services.
- b) Supply of Radio System assembly.
- c) Supply of supporting ancillary equipment, including but not limited to cable assembly for interfacing to any proprietary interfaces (power, data and audio).
- d) Supply of Software/Firmware and Waveforms for use in, and configuration of, the Radio System. This includes any configuration, management and cryptographic applications, i.e. the ability to generate, load and manage cryptographic keys.
- e) Supply of any additional radio ancillary items or other components / parts which make up the Radio System.

2.3.4 Lot 1c Ancillary Services:

The Ancillary Services for this Lot 1c are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition. This may include but may not be limited to:

- a) Trials/testing to demonstrate Radio Systems performance
- b) System verification, acceptance, test and evaluation
- c) Support to electromagnetic environmental effects
- d) Support to fielding Radio Systems
- e) Support to / delivery of training
- f) Safety assurance and safety and environmental services
- g) Radio Systems security
- h) Interface control support/activities
- i) Logistics support activities
- j) Introduction to service activities
- k) Interoperability/integration activities
- l) Repair, maintenance and disposal activities
- m) In-service support activities
- n) Obsolescence management and technology horizon management activities

- o) Project management activities
- p) Engineering support activities
- q) Additional ad-hoc tasking.

2.4 Lot 1d: Critical Domain services

2.4.1 Lot 1d Scope of Services:

This Lot 1d is for domain registry services to operate and manage Nationally Critical Public Sector Domains as described in paragraphs 2.4.1 to 2.4.3.

Nationally Critical Public Sector Domains are defined as domains where loss of access or an outage (for any reason) would cause immediate and extended outages of public-facing digital services, disrupting citizens' access to the services they depend on including benefits, and loss and disruption of all Government internal communications, including public servants accessing their own internal IT.

There are a number of nationally critical domains within the UK, including but not limited to .gov.uk, .nhs.uk, gov.scot, gov.wales, .police.uk and .mod.uk.

The specification below is primarily intended for the purchase of critical domain management services, but not necessarily limited to domains that are critical.

2.4.2 Lot 1d Primary Services:

- a) The provision and operation of the technical infrastructure for a UK public sector authority to manage and govern a Nationally Critical Public Sector Domain.
- b) The provision and operation of the technical infrastructure for a UK public sector authority to manage and govern a Nationally Critical Public Sector Domain, plus the additional functions to enable the UK public sector authority to fully outsource the management and governance of a Nationally Critical Public Sector Domain

2.4.3 Lot 1d Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 1d, including but not limited to:

- a) **Critical registry functions, as specified by ICANN (Internet Corporation for Assigned Names and Numbers):**
 - DNS (Domain Name System) resolution for registered domain names
 - Operation of shared registration system
 - Operation of registration data directory services
 - Registry data escrow deposits
 - Maintenance of a properly signed zone in accordance with DNSSEC (Domain Name Systems Security Extensions) requirements

These critical registry functions must have high resilience and availability, and be compliant with DNS open standards.

b) Critical registry functions with enhanced resilience and availability

- The critical registry functions specified above, but provided with enhanced resilience, availability, disaster recovery and business continuity
- The critical registry functions specified above, but in standby mode, and available as an emergency failover from a separate registry

c) Other registry functions:

- Registrar billing and accounting information
- IDN (Internationalised Domain Name) tables
- Registry lock

d) Other functions:

- ongoing assurance checks for customer domain records
- roadmap to implement EPP (Extensible Provisioning Protocol) a flexible protocol designed for allocating objects within registries over the Internet
- web interface for the UK public sector authority to manage and track approvals for domain applications
- web interface for registrars
- abuse detection
- anomaly detection
- DNS analytics

e) Functions to support the full management and governance of a Nationally Critical Public Sector Domain

In the case where the Primary Service is the full management and governance of a Nationally Critical Public Sector Domain:

- Registrant compliance, auditing, support, contracting, billing and on-boarding
- Registrar compliance, auditing, support, accreditation, contracting and on-boarding
- Registrar switchover, in the case of a non-compliant or failing registrar
- Accounts management of the registrar channel

2.4.4 Lot 1d Ancillary Services:

Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services may be set out by the Supplier in their Service Offers or responses to a Further Competition. These can include:

- transition and migration off an existing registry
- transition and migration onto new registry

- ad hoc consultancy services

2.5 Lot 2a: Intra site Connectivity (LAN)

2.5.1 Lot 2a Scope of Services:

This Lot 2a is for the provision of single site connectivity services, including local area networks (LAN) enabling interconnectivity as described in paragraphs 2.5.2 to 2.5.4.

2.5.2 Lot 2a Primary Services:

- a) Local area network (LAN) connectivity services, constrained to a single site, multiple sites in the same locale, campus sites and metropolitan area sites enabling a user to consume a locally hosted service.
- b) Local connectivity services to connect an end user device to a local service.

2.5.3 Lot 2a Technology, Equipment and Solutions:

The scope of this Lot 2a includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 2, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 2 services
- b) wired and/or wireless solutions
- c) local area network (LAN) equipment and/or cabling and/or storage area network (SAN) equipment
- d) LAN power solution and managed equipment room
- e) local infrastructure audit and/or testing services (such as asset management tools)
- f) environmental and local access control solutions
- g) specialist security and/or operational management and/or monitoring solutions, including cloud based solutions
- h) optimal equipment operation services (such as air conditioning, fire suppression and power consumption management)

2.5.4 Lot 2a Ancillary Services:

The Ancillary Services for this Lot 2 are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.6 Lot 3a: IoT and Smart Cities (Smart shared and connected spaces)

2.6.1 Lot 3a Scope of Services:

This Lot 3a is for the provision of Solutions related to Smart Technologies, also referred to as “Smart shared and connected spaces”, and Internet of Things, as described in paragraphs 2.6.2 to 2.6.4.

2.6.2 Lot 3a Primary Services:

- a) Design, build and deliver solutions related to Smart shared and connected spaces, with applications in the areas including but not limited to: smart street lighting, smart buildings, waste management, water management, crime prevention, education and environment (air and noise pollution) monitoring.
- b) The provision of component parts or end-to-end solutions relating to smart technologies and connected spaces, including but not limited to:
 - Technologies (sensors) required to gather data at the “edge”.
 - Provision of connectivity to cloud-based data management platforms.
 - Data analytics, storage, and data management platforms.
 - Provision of data visualisation applications for decision making and monitoring.
 - On-going maintenance, monitoring and management of systems, software and devices.

2.6.3 Lot 3a Technology, Equipment and Solutions:

The scope of this Lot 3a includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 3a, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 3a services
- b) vendor agnostic solution design
- c) “Edge” sensor technologies, connectivity, data analytics platforms and visualisation applications.
- d) all forms of connectivity between sensors in the field and cloud-based or “on-premise” data management platforms, including but not limited to: SD-WAN, Public Wi-Fi, 5G, LPWAN (Low-power wide area network) and any other WAN connectivity technologies
- e) Infrastructure monitoring, preventative maintenance, and break-fix activities
- f) Data security and 3rd party integration into overall solution designs

2.6.4 Lot 3a Ancillary Services:

The Ancillary Services for this Lot 3a are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

Security and Surveillance services including the installation, maintenance and management of CCTV (Closed-circuit television) systems is now a part of this sub-Lot.

- a) design, survey, build, management, support and maintenance for Lot 3a services
- b) traditional and IP based CCTV services
- c) access control, remote door opening and automated gates and/or barriers
- d) image recording and archiving
- e) image recognition applications
- f) alarms and security monitoring
- g) supply of software, management, test and analysis tools
- h) CCTV as a service

2.7 Lot 3b: Communication Platform as a Service (CPaaS)

2.7.1 Lot 3b Scope of Services:

This Lot 3b is for the provision of software and hardware integration services to allow the Buyers applications to be interfaced to the communications suite with API's (Application Programming Interface), as described in paragraphs 2.7.2 to 2.7.4.

2.7.2 Lot 3b Primary Services:

The provision of API interfacing between the unified communications suites and buyer applications e.g. web-chat, telephony, social media, financial planning, enterprise resource planning (ERP) platform, sales and resource management.

2.7.3 Lot 3b Technology, Equipment and Solutions:

- a) design, build, test and deployment delivery and management, plus support and maintenance for Lot 3b services
- b) API development from communications suite to external omni-channel applications

2.7.4 Lot 3b Ancillary Services:

The Ancillary Services for this Lot 3b are optional Services that enhance or otherwise supplement or support the delivery and/or the

functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.8 Lot 4a: Analogue Telephony

2.8.1 Lot 4a Scope of Services:

This Lot 4a is for the procurement of analogue voice, previously known as traditional telephony, as described in paragraphs 2.8.1 to 2.8.3.

2.8.2 Lot 4a Primary Services:

Connecting analogue telephony equipment with the public switched telephone network including voice connectivity, voice call packages, SIP (Session initiation protocol) trunks, DDI (Direct dialling in) number ranges, equipment maintenance and support for legacy estates.

2.8.3 Lot 4a Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 4a, including but not limited to:

- a) Design, survey, build, management, support and maintenance for Lot 4a services including transformation to IP telephony and equipment adaptation
- b) Adaptor/ convertor for internet protocol connection
- c) voice call packages (including voice minutes, volume packages)
- d) direct dial in (DDI) ranges
- e) End user devices
- f) SIP trunking
- g) the transitioning from existing legacy equipment estates into a new solution

2.8.4 Lot 4a Ancillary Services:

The Ancillary Services for this Lot 4a are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.9 Lot 4b: Digital Communication Services (Unified Communications):

2.9.1 Lot 4b Scope of Services:

This Lot 4b is for the provision of digital communications services. This covers the Unified Communications series of services, as described in paragraphs 2.9.1 to 2.9.3. UC is a term used for the integration of multiple business communication tools, voice calling, video conferencing, instant messaging and content sharing via a single integrated premises connection. This capability allows the user to seamlessly switch between the various modes of communication. UC services can be accessed by multiple devices, including mobile devices. Therefore, integration with fixed and mobile platforms is included.

2.9.2 Lot 4b Primary Services:

- a) Digital communications - including IP Telephony, unified communications and collaborative software applications including audio & video conferencing and business enablement application software to enhance the communication capability. UC services can be provided as on-premises, cloud-based or hybrid solutions.

2.9.3 Lot 4b Technology, Equipment and Solutions:

The scope of this Lot 4b includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 4b, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 4b services including transformation support for the replacement and upgrade from analogue to digital estates
- b) Internet Protocol (IP) telephony services with the ability to make and receive multimedia messaging over an IP based network service
- c) Unified Communications- The provision of a consistent user interface for voice, video and data services allowing the full integration of these services within a single user device.
- d) voice call packages (including voice minutes, volume packages)
- e) direct dial in (DDI) ranges authentication and access management
- f) interconnection gateways to traditional PSTN call delivery services
- g) Provision on audio and video conferencing capability within the UC suite based on collaborative applications

- h) Provision on audio and video conferencing capability as a standalone service
- i) Access from all end-point devices, including mobiles, laptops, and tablets.
- j) Business enablement software as part of a UC solution
- k) contact centre functionality and features for the use of Buyer employees only, including but not limited to:
 - i) speech recognition software
 - ii) automated call distribution (ACD) functionality, including intelligent contact routing (ICR), enhanced queuing and transfer
 - iii) intelligent voice response (IVR) solutions involving provision of automated call routing using speech recognition software
 - iv) other specialist administrative and reporting tools
 - v) call recording and quality management solutions that record calls either for training,

2.9.4 Lot 4b Ancillary Services:

The Ancillary Services for this Lot 4b are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.10 Lot 4c: Contact Centre Services

2.10.1 Lot 4c Scope of Services:

This Lot 4c is for the provision of inbound and/or outbound contact centre management including automation and queuing to multiple answering points, as described in paragraphs 2.10.2 to 2.10.4. This agreement provides the hardware and software solutions, not staff/agent resources as an outsourced service.

2.10.2 Lot 4c Primary Services:

The ability to make outbound contact and respond to an incoming contact and route the contact to a predefined destination both within the Buyer's technical domain and/or external to the Buyer's technical domain.

2.10.3 Lot 4c Technology, Equipment and Solutions:

The scope of this Lot 4c includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 4c, including but not limited to:

- a) design, survey, build, test and deployment delivery and management, plus support and maintenance for Lot 4c services
- b) supply/support of equipment, commodity and managed services
- c) omnichannel customer experience platforms
- d) customer experience management software
- e) DDI and NGN (non-geographic numbers) ranges
- f) messaging services
- g) integration with the customer's existing telephony platform
- h) interactive voice response (IVR)
- i) specialist administrative and reporting tools
- j) automated call distribution (ACD)
- k) intelligent contact routing
- l) automatic speech recognition and associated technologies
- m) take back and transfer
- n) intelligent queuing
- o) enhanced routing
- p) telephony calls/email/web/social media integration
- q) automated call distribution (ACD) functionality, including intelligent contact routing (ICR), enhanced queuing and transfer
- r) interactive voice response (IVR) solutions involving provision of automated call routing using speech recognition software
- s) other specialist administrative and reporting tools
- t) call recording and quality management solutions that record calls either for training, development purposes and/or for compliance
- u) call transcription solutions including utterance and sentiment software

2.10.4 Lot 4c Ancillary Services:

The Ancillary Services for this Lot 4c are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.11 Lot 4d: Inbound Telephony Services

2.11.1 Lot 4d Scope of Services:

This Lot 4d is for the provision of telephone numbers for inbound call delivery, as described in paragraphs 2.11.2 to 2.11.4.

2.11.2 Lot 4d Primary Services:

The ability to complete calls to a dedicated telephone number answering point. It is usually associated with a call queue and contract centres where multiple calls are answered via a single number by multiple agents. The number can be geographic or non-geographic with calls being delivered to the customers telephone or business system for answering.

2.11.3 Lot 4d Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 4d, including but not limited to:

- a) Inbound call management services for contact centre functionality,
- b) The ability to provide a Buyer with a non-geographic number; and deliver all calls to that number to the Buyer's nominated location.
 - a) design, survey, build, management, support and maintenance for Lot 4d services
 - b) Non-geographic numbers including but not limited to:
 - 03xx number services
 - 05xx number services
 - 08xx number services
 - 09xx number services

2.11.4 Lot 4d Ancillary Services:

The Ancillary Services for this Lot 4d are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

2.12 Lot 4e: Paging and Alerting Services

2.12.1 Lot 4e Scope of Services:

This Lot 4e is for the provision of a range of paging and mobile messaging services, as described in paragraphs 2.12.2 to 2.12.4.

2.12.2 Lot 4e Primary Services:

Paging and alerting services with the ability to provide and users receive, a tone, numeric or word based alert.

2.12.3 Lot 4e Technology, Equipment and Solutions:

The scope of this Lot includes the technology, equipment and solutions that may be required in the delivery of the Primary Services of this Lot 4e, including but not limited to:

- a) design, survey, build, management, support and maintenance for Lot 4e services
- b) bureau services
- c) local and/or national and/or international coverage

2.12.4 Lot 4e Ancillary Services:

The Ancillary Services for this Lot 4e are optional Services that enhance or otherwise supplement or support the delivery and/or the functionality of the Primary Services and will be set out by the Supplier in their Service Offers or responses to a Further Competition.

3. Social Value

3.1 The Supplier shall deliver Social Value through Customer Call-Off Contracts awarded under this Framework Agreement.

3.2 The Supplier shall note that Customers using the Framework Agreement can adopt any of the following approaches as part of the Call-Off Procedure:

- a) They may provide Suppliers with the Social Value priority statement set out in Framework Schedule 1 Specification and ask the Suppliers to outline what they can deliver to help meet these priorities, including a commitment to targets;
- b) They may set specific targets based on the Social Value priority statement within Framework Schedule 1 Specification and ask Suppliers to deliver these targets through their Call-Off Contract;
- c) They may include new Social Value measures based on the specific priorities of their organisation which are aligned to the policy areas set out in Framework Schedule 1 Specification, and then adopt the approach a) or b) above.

3.3 The following Social Value themes are relevant to Network Services:

3.3.1 Tackling economic inequality

The Supplier shall, in agreeing to this Framework Agreement, actively seek to develop their company policies and management culture to promote opportunities in an inclusive way and assist the UK Government in the Levelling up agenda.

Some aspects that customers may be requesting active participation in, may be (including but are not limited to):

- a) Creating training schemes that address skills gaps within the workplace that result in recognised qualifications.
- b) Promotion of awareness of careers and recruitment opportunities relating to known skills shortages or in high growth sectors relating to the subject matter of the contract.
- c) Identification of opportunities to grow supplier diversity in the contract supply chain or in the location/community where the contract is performed, including SME and VCSE participation and new business creation.
- d) Building innovative and/or disruptive technologies into network solutions that increase efficiency, quality, whilst reducing the overall cost baseline.

3.3.2 Equal opportunity

The Supplier shall, in agreeing to this Framework Agreement, actively seek to develop their company policies and practices to comply with the Equal Opportunities Act of 2010. The key principles being:

- Eliminate discrimination.
- Advance equality of opportunity.
- Foster good relations between different people when carrying out their activities.

The Supplier shall note that by law, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and the Authority expects our Suppliers to progress towards equalising this.

The Supplier shall note that the Authority expects Suppliers and Supplier Supply Chains to support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups, including but not limited to:

- People with disabilities
- ex-offenders
- BAME; and
- long-term unemployed

This support may include but is not limited to:

- a) Apprenticeship and work experience placements
- b) Part-time and full-time employment and flexible working opportunities
- c) Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, inappropriate use of zero hour contracts or other forms of demand driven contracts
- d) supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills
- e) providing funded training and professional development opportunities for existing employees
- f) providing funded training opportunities (for individuals not employed by Supplier)
- g) fair and equal pay policy; and offering a range of employee assistance schemes.

3.3.3 COVID-19 Recovery

The Supplier shall, in agreeing to this Framework Agreement, seek to help local communities to manage and recover from the impact of COVID 19.

The Supplier shall note the ways in which they may be able to support this recovery, including but are not limited to:

- a) Create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.
- b) Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.
- c) Support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver Services.
- d) Support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care Services.
- e) Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.
- f) Fair, inclusive and ethical employment practices & skills development.

3.3.4 Fighting climate change

The Supplier shall, in agreeing to this Framework Agreement, be accountable for continuous development and execution of their Carbon Net Zero Plan, and actively seek to develop their company policies, and practices to promote the battle against climate change.

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

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The Supplier shall note the ways in which they may be able to support this recovery, including but are not limited to:

- a) Influence and/or incentivise staff, suppliers, customers and communities through the delivery of call-off contracts to support environmental protection and improvement initiatives.
- b) Invest in the adoption and/or deployment of technologies that help reduce carbon emissions in service delivery across the entire supply chain.
- c) Invest in the monitoring and reporting of carbon emissions of the corporation, their supply chain, and the solutions they deliver to the customer.

3.3.5 Other Social Value Considerations

The Supplier shall note other Social Value considerations which may be considered by the Customer at Call Off stage. These include but are not limited to:

- a) delivering a diverse Supply Chain
- b) safe & secure Supply Chains: addressing modern slavery and exploitation in our Supply Chain
- c) environmental sustainability: promoting sustainable production and consumption and an improvement in environmental quality in support of the 25 year environment plan
- d) ethical behaviour standards
- e) wellbeing & community benefits
- f) measurement and reporting

The Supplier shall develop and maintain a plan throughout the life of the Framework Agreement detailing how the Supplier will contribute to the overall achievement of our Social Value priorities. For the avoidance of doubt:

The Social Value commitments and targets made during the Call-Off Procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver.

Social value forms part of the quality criteria and will be evaluated independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of Supplier overall tender submission.

The Supplier must provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the Call-Off Contract.

Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.

The Buyer can identify specific social value priorities at call-off.

The Supplier shall note that in delivering Social Value, the following measures may be used:

The Supplier must manage, measure and report on the delivery of Social Value throughout the life of all Call-Off Contracts under this Framework Agreement.

The Supplier must provide an annual Social Value delivery statement to the Authority detailing the Social Value that has been delivered through Call-Off Contracts under this Framework.

As part of the civil society strategy implementation the Authority reserves the right to publish information on the delivery of Social Value through this Framework and may contact Suppliers requesting case studies for the purpose of increasing awareness and sharing knowledge.

4. Continuous Improvement

The Supplier shall design, implement and review Services, ensuring that potential improvements to efficiency and effectiveness are considered at all times. Further continuous improvement requirements of the framework are outlined in Call Off Schedule 3.

CCS Core Terms (version 3.0.11)

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 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:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form;
and
 - (d) survives the termination of the Framework Contract.
- 2.6 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.
- 2.7 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.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 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.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) 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);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 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.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

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- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 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.
- 3.2.11 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.
- 3.2.12 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.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 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.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 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.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 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).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 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.
- 4.5 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
- (a) 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
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 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.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must

immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 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.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 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.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;

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

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- (d) 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;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 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.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 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:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 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.

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

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- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 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.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 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.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 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.

10.3 Rectification plan process

- 10.3.1 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 .

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10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) 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.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 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).

10.4 When CCS or the buyer can end a contract

10.4.1 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:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) 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;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) 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
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 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.

10.4.3 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:

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- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 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.

10.6 What happens if the contract ends

10.6.1 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:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) 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.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) 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).

10.6.2 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.

10.6.3 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:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) 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.

10.6.4 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.

10.6.5 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.

10.7 Partially ending and suspending the contract

10.7.1 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.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 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.

10.7.4 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.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

- 11.1 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.
- 11.2 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.
- 11.3 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 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.
- 12.3 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.

13. 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.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - (a) 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
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless

CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) 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
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) 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
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 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:

- (a) 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;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) 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.

15.3 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.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) 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;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 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.

15.6 Transparency Information is not Confidential Information.

15.7 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.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 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:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 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.

17. 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.

18. 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.

19. 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.

20. Circumstances beyond your control

20.1 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:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 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.

21. 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.

22. 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.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

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- 23.2 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.
- 23.3 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.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 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:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) 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
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 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.
- 24.6 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:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

- 24.7 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.
- 24.8 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.

25. How to communicate about the contract

- 25.1 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.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 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.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 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.
- 26.4 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.

- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 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:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) 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.

27.2 The Supplier must during the Contract Period:

- (a) 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;
- (b) 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
- (c) 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.

27.3 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:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) 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;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or

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- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 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.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 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.

29. Health and safety

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 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.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

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

31. Tax

31.1 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.

31.2 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:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) 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
- (b) 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.

31.4 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:

- (a) 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;
- (b) 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;
- (c) 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
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 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.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 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.

33. Reporting a breach of the contract

- 33.1 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:
 - (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 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.

34. Resolving disputes

- 34.1 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.
- 34.2 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.
- 34.3 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:
 - (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.

- 34.4 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.
- 34.5 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.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

Part A

1. Definitions

<p>“Corporate Social Responsibility Reports”</p>	<p>written reports which the Supplier must complete and provide to the Buyer in accordance with Part B of this Schedule;</p>
<p>“Carbon Reduction Plan”</p>	<p>a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gases, as per PPN 06/21;</p>
<p>“Modern Slavery Helpline”</p>	<p>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;</p>
<p>“Prohibited Items”</p>	<p>means those items set out in Table A which the Supplier must not use in its performance of the Contract; and</p>
<p>“Waste Hierarchy”</p>	<p>means prioritisation of waste management in the following order of preference:</p> <ul style="list-style-type: none"> prevention – by using less material in design and manufacture. Keeping products for longer; preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts; recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; other recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and disposal - Landfill and incineration without energy recovery.

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 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:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 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;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 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.

- 3.1.5 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.
- 3.1.6 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;
- 3.1.7 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;
- 3.1.8 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;
- 3.1.9 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;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 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;
- 4.1.2 ensure that all Supplier Staff are 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;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 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;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

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

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 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.

6. Environmental Requirements

- 6.1. The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Contract.
- 6.2. The Supplier warrants that it has complied with the principles of ISO 14001 standards throughout the Term.
- 6.3. The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

Call-Off Schedule 4 (Call-Off Tender Response)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Pass / Fail Questions

No	Question	Response
1	Please <u>attach</u> current Cyber Essentials standard accreditation evidence 	Yes / pass
2	Please confirm you're able to detect WAPs using suitable apparatus, where location is unknown	Yes / pass
3	Please confirm that the services you would provide would be via your employed staff, or via an intermediary organisation, and that should you be awarded a contract, the IR35 status determination statement of any worker used on the project will be your responsibility including all Pay As You Earn (PAYE) income tax / National Insurance Contributions / Apprenticeship Ley requirements	Yes / pass

Quality Questions

[Redacted]

[Redacted]

No	Question	Response
1	[Redacted]	[Redacted]
2	[Redacted]	[Redacted]
3	[Redacted]	[Redacted]
4	[Redacted]	[Redacted]
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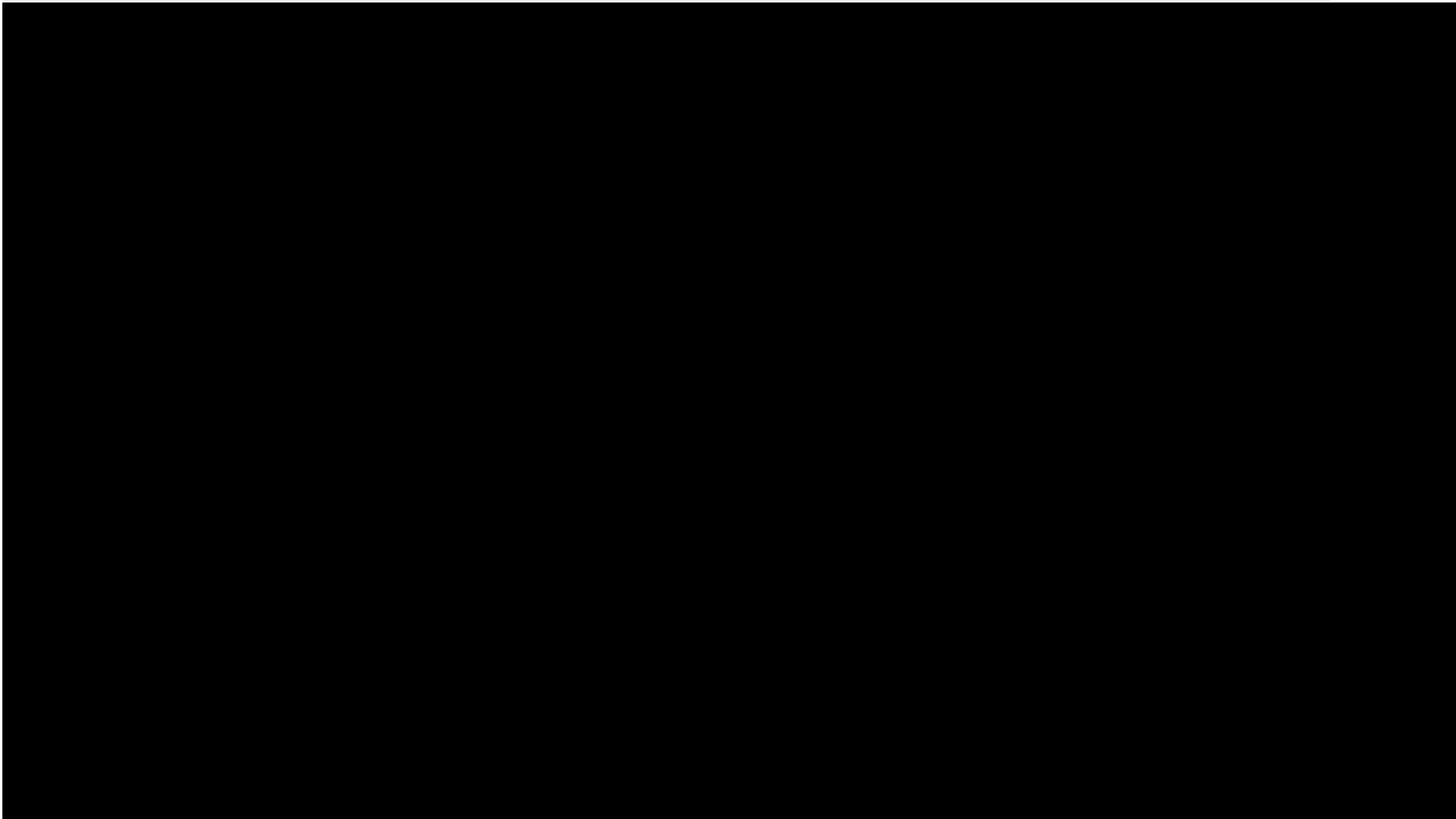
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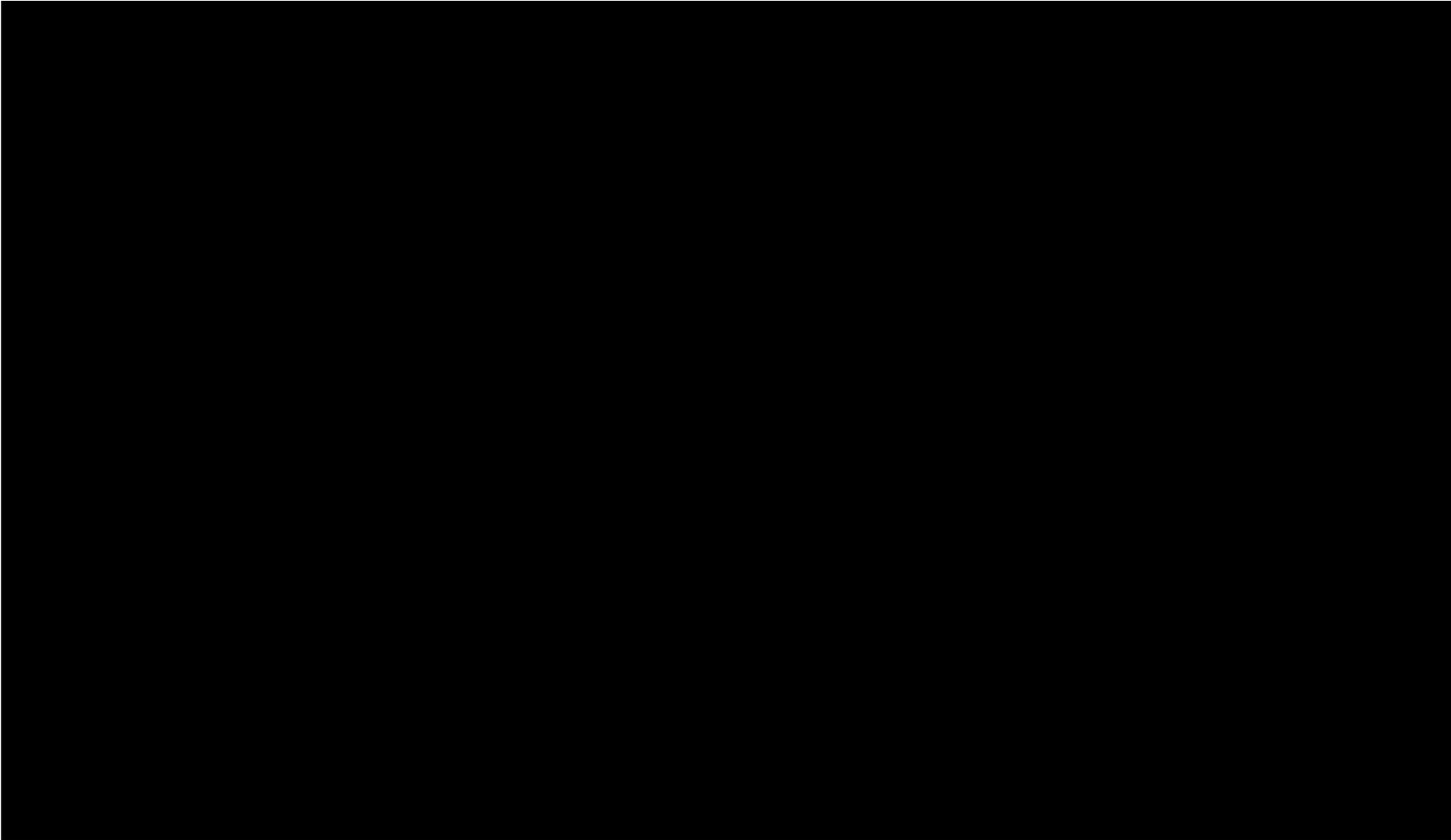
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