

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

## Part A

### Order Form Template

CALL-OFF REFERENCE:	C14008
THE BUYER:	NHS England
BUYER ADDRESS	Quarry House, Quarry Hill, Leeds LS2 7UE
THE SUPPLIER:	NEC Software Solutions UK Limited
SUPPLIER ADDRESS:	1 <sup>st</sup> Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead HP2 7DX
REGISTRATION NUMBER:	00968498
DUNS NUMBER:	217503127
SID4GOV ID:	N/A
SUPPLIER'S REFERENCE:	CRM 136242

#### APPLICABLE FRAMEWORK CONTRACT

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

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

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

Lot 3a Enterprise Applications for Health

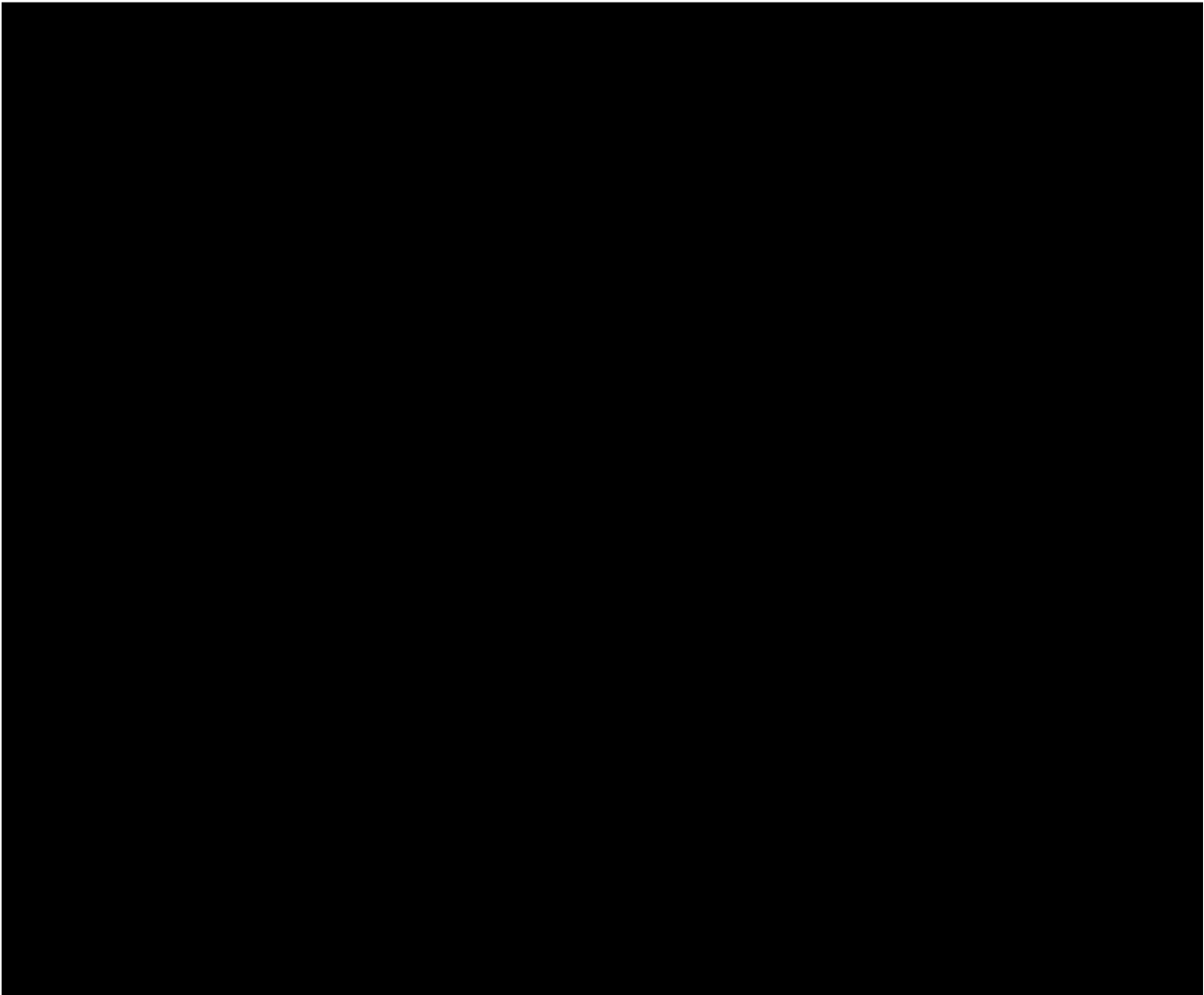
## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3821
3. The following Schedules in equal order of precedence:
  - Joint Schedules for framework reference number RM3821
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for C140008
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

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



CALL-OFF START DATE: 6 February 2023

CALL-OFF EXPIRY DATE: 31 March 2023

CALL-OFF INITIAL PERIOD: 06.02.2023 – 31.03.2023

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year (12 months)

CALL-OFF DELIVERABLES

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, save that the words “no more than the greater of [REDACTED] or” are deleted. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £969,544.

#### CALL-OFF CHARGES

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

If the parties elect to extend the Contract Period, the Charges during the Extension Period shall be set out in a Variation.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices.

#### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract.

#### PAYMENT METHOD

General requirements for an invoice for NHS England include:

- Description of goods/ services supplied is included
- NHS England Purchase Order / Reference Number is included
- The provider will be expected to submit all invoices via NHS England’s e-Invoicing platform in accordance with e-Invoicing guidance. <https://tradeshift.com/supplier/nhs-sbs/>

#### BUYER’S INVOICE ADDRESS:

NHS England – X24 PAYABLES,  
Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE

#### BUYER’S AUTHORISED REPRESENTATIVE

[REDACTED]

Senior Systems and Solutions Development

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

[Greener NHS \(england.nhs.uk\)](http://england.nhs.uk)

**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/collections/government-security>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Director, Business Development

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

1<sup>st</sup> Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead HP2 7DX

[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

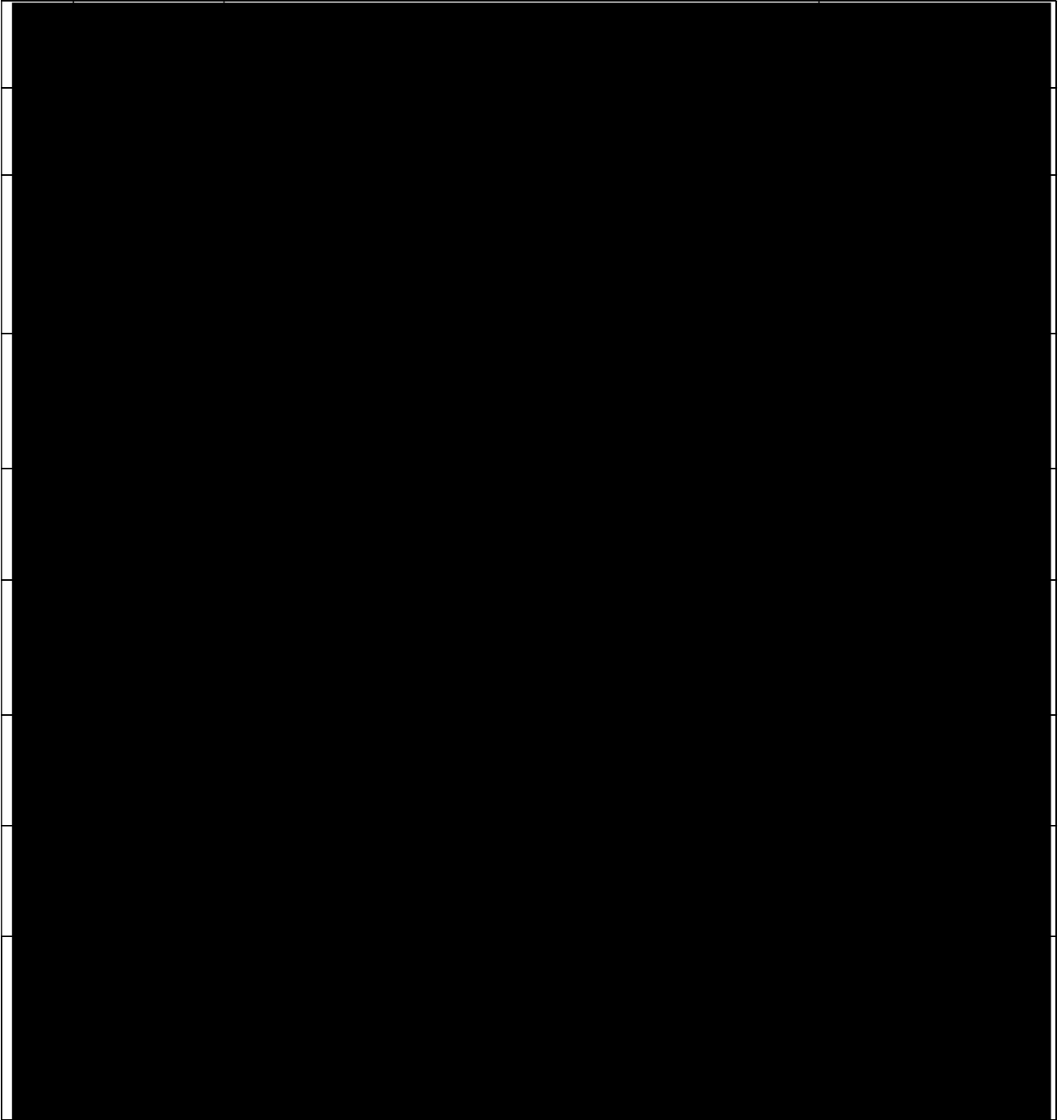
**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY SUBCONTRACTOR(S)**

Not applicable

COMMERCIALLY SENSITIVE INFORMATION



SERVICE CREDITS



GUARANTEE

[REDACTED]

**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 as part of this Call-Off.

**MINIMUM PERIOD OF NOTICE FOR NO\_FAULT TERMINATION**

[REDACTED] minimum period of notice

**For and on behalf of the Supplier:**

[REDACTED]

[REDACTED]

## **Part B**

### **Call-Off Schedules**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)
  
- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Supplier-Furnished Terms)



## Joint Schedule 1 (Definitions)

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

<b>Admin Fee"</b>	1. means the costs incurred by CCS in dealing with MI Fail- ures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetof- fice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetof- fice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>Achieve"</b>	2. in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Sat- isfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Additional Insur- nces"</b>	3. insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Affected Party"</b>	4. the party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates"</b>	5. in relation to a body corporate, any other entity which di- rectly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex"</b>	6. extra information which supports a Schedule;
<b>Approval"</b>	7. the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;

<b>Audit"</b>	<p>8. the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>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);</li> <li>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;</li> <li>c. verify the Open Book Data;</li> <li>d. verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e. 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;</li> <li>f. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g. 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;</li> <li>h. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i. carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> </ul>
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	<p>j. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>Auditor"</b>	<p>a. the Buyer's internal and external auditors;</p> <p>b. the Buyer'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 Buyer to carry out audit or similar review functions; and</p> <p>f. successors or assigns of any of the above;</p>
<b>Authority"</b>	CCS and each Buyer;
<b>Authority Cause"</b>	9. 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;
<b>BACS"</b>	10. the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Beneficiary"</b>	11. a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer"</b>	12. the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets"</b>	13. 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;
<b>Buyer Authorised representative"</b>	14. the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Premises"</b>	15. 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);
<b>Call-Off Contract"</b>	16. 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;
<b>Call-Off Contract period"</b>	17. the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry date"</b>	18. the date of the end of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Incorporated Terms"</b>	19. the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;

<b>Call-Off Initial Period"</b>	20. the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period"</b>	21. 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;
<b>Call-Off Procedure"</b>	22. the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>Call-Off Special Terms"</b>	23. any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date"</b>	24. the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender"</b>	25. 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);
<b>Catalogue"</b>	26. the Supplier's catalogue of Deliverables available to Buyers to order via the Direct Award Procedure
<b>Catalogue Item"</b>	27. a Deliverable made available by the Supplier via the Catalogue for Buyers to order via the Direct Award Procedure
<b>Catalogue Price"</b>	28. a price offered via the Catalogue and made available for Buyers via Direct Award
<b>Catalogue Publication Portal"</b>	29. the CCS online publication channel via which Buyers can view the Catalogue
<b>CCS"</b>	30. 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;
<b>CCS Authorised Representative"</b>	31. the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body"</b>	32. 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"> <li>a. Government Department;</li> <li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c. Non-Ministerial Department; or</li> <li>d. Executive Agency;</li> </ul>
<b>Change in Law"</b>	33. 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;
<b>Change of Control"</b>	34. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges"</b>	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;
<b>Claim"</b>	35. any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Commercially sensitive Information"</b>	36. 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;
<b>Comparable Supply"</b>	37. the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance Officer"</b>	38. the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential Information"</b>	39. 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 " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest"</b>	40. 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;
<b>Contract"</b>	41. either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period"</b>	42. the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> <li>a. applicable Start Date; or</li> <li>b. the Effective Date</li> </ul> until the applicable End Date;
<b>Contract Value"</b>	43. the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year"</b>	44. a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control"</b>	45. control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller"</b>	46. has the meaning given to it in the GDPR;
<b>Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs"</b>	47. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

	<p>a. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>i. base salary paid to the Supplier Staff;</li> <li>ii. employer's National Insurance contributions;</li> <li>iii. pension contributions;</li> <li>iv. car allowances;</li> <li>v. any other contractual employment benefits;</li> <li>vi. staff training;</li> <li>vii. work place accommodation;</li> <li>viii. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix. reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>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;</p> <p>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;</p> <p>d. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>48. but excluding:</p> <ul style="list-style-type: none"> <li>a. Overhead;</li> <li>b. financing or similar costs;</li> <li>c. 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;</li> <li>d. taxation;</li> <li>e. fines and penalties;</li> <li>f. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>g. non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>Crown Body"</b>	49. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>CRTPA"</b>	50. the Contract Rights of Third Parties Act 1999;

<b>Data Protection Legislation"</b>	51. (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 [subject to Royal Assent] 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;
<b>Data Protection Impact Assessment</b>	52. an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>Data Protection Officer"</b>	53. has the meaning given to it in the GDPR;
<b>Data Subject"</b>	54. has the meaning given to it in the GDPR
<b>Data Loss event"</b>	55. any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>Data Subject Request"</b>	56. 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;
<b>Deductions"</b>	57. 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;
<b>Default"</b>	58. 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;
<b>Default Management Charge"</b>	59. has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
<b>Delay Payments"</b>	60. 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;
<b>Deliverables"</b>	61. Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery"</b>	62. 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. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Disaster"</b>	63. the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " <b>Disaster Period</b> ");



<b>Disclosing Party"</b>	64. the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute"</b>	65. any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure"</b>	66. the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation"</b>	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 hard-copy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: a. 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 b. is required by the Supplier in order to provide the Deliverables; and/or c. has been or shall be generated for the purpose of providing the Deliverables;
<b>DOTAS"</b>	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;
<b>Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date"</b>	67. the date on which the final Party has signed the Contract;
<b>EIR"</b>	68. the Environmental Information Regulations 2004;
<b>Employment Regulations"</b>	69. 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;
<b>End Date"</b>	the earlier of: a. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>Environmental Policy"</b>	70. 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;
<b>Estimated Year 1 Contract Charges</b>	71. the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form; 72.
<b>Estimated Yearly Charges"</b>	1. means for the purposes of calculating each Party's annual liability under clause 11.2 : 2. i) in the first Contract Year, the Estimated Year 1 Contract Charges; or 3. 4. 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; 5.
<b>Equality and Human Rights Commission"</b>	6. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Existing IPR"</b>	7. 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);
<b>Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period"</b>	8. the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>FOIA"</b>	9. 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;

<b>Force Majeure vent"</b>	10. any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c. acts of a Crown Body, local government or regulatory bodies; d. fire, flood or any disaster; or e. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
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	<p>i.any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii.any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii.any failure of delay caused by a lack of funds;</p>
<b>Force Majeure Notice"</b>	11. 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;
<b>Framework Award Form"</b>	12. the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract"</b>	13. the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>Framework Contract Period"</b>	14. the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>Framework Expiry Date"</b>	15. the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms"</b>	16. the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Initial Period"</b>	17. the initial term of the Framework Contract as specified in the Framework Award Form;
<b>Framework Optional Extension Period"</b>	18. such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>Framework Price(s)"</b>	19. the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Start Date"</b>	20. the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Special Terms"</b>	21. any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Tender Response"</b>	22. the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
<b>Further Competition Procedure"</b>	23. the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>GDPR"</b>	24. the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>General Anti-abuse Rule"</b>	<p>a. the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
<b>General Change in Law"</b>	25. a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

<b>Goods"</b>	26. 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 ;
<b>Good Industry practice"</b>	27. 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;
<b>Government"</b>	28. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;
<b>Government data"</b>	<p>a. 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> <p>i. are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii. the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b. any Personal Data for which the Authority is the Controller;</p>
<b>Government Procurement Card"</b>	29. the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>Guarantor"</b>	30. 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;
<b>Halifax Abuse principle"</b>	31. the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HMRC"</b>	32. Her Majesty's Revenue and Customs;
<b>ICT Policy"</b>	33. 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;
<b>Impact Assessment"</b>	<p>34. an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>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;</p> <p>b. details of the cost of implementing the proposed Variation;</p> <p>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</p>

	<p>the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d. a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>Implementation Plan"</b>	35. 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;
<b>Indemnifier"</b>	36. a Party from whom an indemnity is sought under this Contract;
	37.
<b>Information"</b>	38. has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner"</b>	39. 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;
<b>Initial Period"</b>	40. the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

<p><b>Insolvency vent"</b></p>	<p>a. in respect of a person:</p> <p>b. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p>
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	j. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
<b>Installation works"</b>	41. 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;
<b>Intellectual Property Rights" or IPR"</b>	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;
<b>Invoicing Address"</b>	42. the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>IPR Claim"</b>	43. 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;
<b>IR35"</b>	44. the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>Joint Controllers"</b>	45. where two or more Controllers jointly determine the purposes and means of processing
<b>Key Personnel"</b>	46. the individuals (if any) identified as such in the Order Form;
<b>Key Sub-Contract"</b>	47. each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor"</b>	48. any Subcontractor: a. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c. 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;
<b>Know-How"</b>	49. 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;
<b>Law"</b>	50. any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Losses"</b>	51. 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 " <b>Loss</b> " shall be interpreted accordingly;
<b>LED"</b>	52. Law Enforcement Directive (Directive (EU) 2016/680)
<b>Man Day"</b>	53. 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>Man Hours"</b>	54. 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;
<b>Management Information"</b>	55. the management information specified in Specified in Framework Schedule 5 (Management Charges and Information);
<b>Management Charge"</b>	56. the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Marketing Contact"</b>	57. shall be the person identified in the Framework Award Form;
<b>MI Failure"</b>	58. means when an MI report: <ul style="list-style-type: none"> <li>a. contains any material errors or material omissions or a missing mandatory field; or</li> <li>b. is submitted using an incorrect MI reporting Template; or</li> <li>c. is not submitted by the reporting date (including where a Nil Return should have been filed);</li> </ul>
<b>MI Report"</b>	59. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template"</b>	60. 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;
<b>Milestone"</b>	61. an event or task described in the Implementation Plan;
<b>Milestone Date"</b>	62. the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Month"</b>	63. a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;

<b>National Insurance"</b>	64. contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>New IPR"</b>	<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>65. but shall not include the Supplier's Existing IPR;</p>
<b>Occasion of Tax on –Compliance"</b>	<p>66. where:</p> <p>a. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> </ul> <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>
<b>Open Book Data</b>	<p>67. 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> <ul style="list-style-type: none"> <li>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;</li> <li>b. operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> </ul> </li> </ul>

	<p>iv. Reimbursable Expenses, if allowed under the Order Form;</p> <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>
<b>Order"</b>	68. means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form"</b>	69. a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template"</b>	70. the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>Other Contracting Authority"</b>	71. any actual or potential Buyer under the Framework Contract;
<b>Overhead"</b>	72. 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";
<b>Parliament"</b>	73. takes its natural meaning as interpreted by Law;
<b>Party"</b>	74. 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. " <b>Parties</b> " shall mean both of them where the context permits;
<b>Performance Indicators" or "PIs"</b>	75. the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data"</b>	76. has the meaning given to it in the GDPR;
<b>Personal Data reach"</b>	77. has the meaning given to it in the GDPR;
<b>Prescribed Person"</b>	78. a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processor"</b>	79. takes the meaning given in the GDPR

<b>Processor Personnel:</b>	80. all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
<b>Progress Meeting"</b>	81. a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting frequency"</b>	82. the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report"</b>	83. a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report frequency"</b>	84. the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts"</b>	<p>a. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i. induce that person to perform improperly a relevant function or activity; or</li> <li>ii. reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c. committing any offence:</p> <ul style="list-style-type: none"> <li>i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii. under legislation or common law concerning fraudulent acts; or</li> <li>iii. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>d. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>Protective measures"</b>	<p>85. technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from Data Loss Event;</li> <li>c) state of technological development</li> <li>d) the cost of implementing any measures</li> </ul> <p>86. including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
<b>Recall"</b>	87. 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;
<b>Recipient Party"</b>	88. the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan"</b>	89. the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: <ul style="list-style-type: none"> <li>a. full details of the Default that has occurred, including a root cause analysis;</li> <li>b. the actual or anticipated effect of the Default; and</li> <li>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);</li> </ul>
<b>Rectification Plan Process"</b>	90. the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>Regulations"</b>	91. the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>Reimbursable Expenses"</b>	92. 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: <ul style="list-style-type: none"> <li>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</li> <li>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;</li> </ul>
<b>Relevant Authority"</b>	93. the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information"</b>	<ul style="list-style-type: none"> <li>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);</li> <li>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</li> </ul> 94. information derived from any of the above;

<b>Relevant Requirements"</b>	95. all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
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<b>Relevant Tax Authority"</b>	96. HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice"</b>	97. a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables"</b>	98. 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;
<b>Replacement subcontractor"</b>	99. 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);
<b>Replacement supplier"</b>	100. 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;
<b>Request For Information"</b>	101. 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;
<b>Required Insurances"</b>	102. the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>Satisfaction Certificate"</b>	103. the certificate (materially in the form of the document contained in Annex 2 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;
<b>Schedules"</b>	104. any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>Security Management Plan"</b>	105. the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy"</b>	106. 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;
<b>Self Audit Certificate"</b>	107. means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and must provide assurance that: 108. a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; 109. b) all related invoices are completely and accurately included in the MI Reports;

	110. c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and 111. d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS
<b>Serious Fraud Office"</b>	112. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Levels"</b>	113. 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);
<b>Service Period"</b>	114. has the meaning given to it in the Order Form;
<b>Services"</b>	115. 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;
<b>Service Transfer"</b>	116. 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;
<b>Service Transfer Date"</b>	117. the date of a Service Transfer;
<b>Sites"</b>	118. 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;
<b>Software as a Service (SaaS)"</b>	119. a software solution that involves the Buyer using applications sourced via the Supplier and running on a cloud infrastructure which is not managed or controlled by the Buyer. The applications are accessed from client devices through a thin client interface such as a web browser or a program interface
<b>Software Support Maintenance"</b>	120. software support & maintenance services as detailed at Paragraph 1.5 of Framework Schedule 1 ( Specification)
<b>Special Terms"</b>	121. any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law"</b>	122. 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;



<b>Specification"</b>	123. the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards"</b>	124. any: <ul style="list-style-type: none"> <li>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;</li> <li>b. standards detailed in the specification in Schedule 1 (Specification);</li> <li>c. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d. relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>Start Date"</b>	125. 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;
<b>Statement of Requirements"</b>	126. a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Storage Media"</b>	127. the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract"</b>	128. 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: <ul style="list-style-type: none"> <li>a. provides the Deliverables (or any part of them);</li> <li>b. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>Subcontractor"</b>	129. any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor"</b>	130. any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract
<b>Supporting Documentation"</b>	131. 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;
<b>Supplier"</b>	132. the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets"</b>	133. all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;

<b>Supplier Authorized Representative"</b>	134. the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier's Confidential Information"</b>	<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>
<b>"Supplier's Contract Manager"</b>	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;
<b>Supplier Equipment"</b>	135. 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;
<b>Supplier Non-Performance"</b>	136. where the Supplier has failed to: <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>
<b>Supplier Profit"</b>	137. 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;
<b>Supplier Profit Margin"</b>	138. 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;
<b>Supplier Staff"</b>	139. 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;
<b>Termination Notice"</b>	140. 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;
<b>Test Issue"</b>	141. any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan"</b>	142. a plan: <p>a. for the Testing of the Deliverables; and</p>

	b. setting out other agreed criteria related to the achievement of Milestones;
<b>Tests and Testing"</b>	143. 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 " <b>Tested</b> " shall be construed accordingly;
<b>Third Party IPR"</b>	144. Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Time &amp; Materials"</b>	145. 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. In the event that a Call-Off Contract uses this pricing mechanism the price shall be based upon the prices detailed in Tables 1 to 5 of Annex 1 to Framework Schedule 3
<b>Transferring Supplier Employees"</b>	146. those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information"</b>	147. the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> <li>(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</li> </ul> 148. (ii) Commercially Sensitive Information; 149.
<b>Transparency Reports"</b>	150. 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);
<b>US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>Variation"</b>	151. has the meaning given to it in Clause 24 (Changing the contract);
<b>Variation Form"</b>	152. the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure"</b>	153. the procedure set out in Clause 24 (Changing the contract);
<b>VAT"</b>	154. value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>Worker"</b>	155. 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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and

<b>Working Day"</b>	156. 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.
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## 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)

Contact Details	
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")
Contract reference number:	<b>[insert]</b> contract reference number]
Details of Proposed Variation	
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]
Variation number:	<b>[insert]</b> variation number]
Date variation is raised:	<b>[insert]</b> date]
Proposed variation	
Reason for the variation:	<b>[insert]</b> reason]
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days
Impact of Variation	
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>
Financial variation:	Original Contract Value: £ <b>[insert]</b> amount]
	Additional cost due to variation: £ <b>[insert]</b> amount]
	New Contract value: £ <b>[insert]</b> amount]

- 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]
- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 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. 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 re- quired under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
2. The Insurances shall be:
  1. maintained in accordance with Good Industry Practice;
  2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the interna- tional insurance market from time to time;
  3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  4. maintained for at least six (6) years after the End Date.
3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

1. Without limiting the other provisions of this Contract, the Supplier shall:
  1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investi- gation and reports of relevant claims to insurers;
  2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3. What happens if you aren't insured

1. The Supplier shall not take any action or fail to take any action or (insofar as is rea- sonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasona- ble premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### 4. Evidence of insurance you must provide

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

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

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

**6. Cancelled Insurance**

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

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**

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.

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.

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

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.

**ANNEX: REQUIRED INSURANCES**

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

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
4. product liability insurance with cover (for a single event or series of related events and in the aggregate) of not less than five million pounds (£5,000,000).



## Joint Schedule 10 (Rectification Plan)

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

Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Joint Schedule 11 (Processing Data)

1. The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
  - a. process that Personal Data only in accordance with this Joint Schedule 11(Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a Data Loss Event;
    - iii. state of technological development; and
    - iv. cost of implementing any measures;
  - c. ensure that :
    - i. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));
    - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - A. are aware of and comply with the Processor's duties under this clause;
      - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
      - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - ii. the Data Subject has enforceable rights and effective legal remedies;
    - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - e. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
5. Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
- a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
6. The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a. the Controller with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Controller following any Data Loss Event;
  - e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - a. the Controller determines that the processing is not occasional;
  - b. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
10. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
  - a. notify the Controller in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Controller;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
  - d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
12. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
13. The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
15. Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

## Annex 1 – a) Authorised Processing Template

<b>Call-Off Contract:</b>	<b>RM 3821</b>
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms. The relationship of the parties will be confirmed as part of the contract award.
Subject matter of the processing	Provision of the Unified Outcomes and Registry Platform.
Duration of the processing	duration of processing will be the Call Off Initial Period and Extension Period.
Nature and purposes of the processing	To fulfil the obligations set out under the requirements of the Medicines and Medical Devices Act 2021 in respect of the establishment of an Information System for purposes relating to— (a) the safety and performance, including the clinical effectiveness, of medical devices that are placed on the market; (b) the safety of individuals who receive or are treated with a medical device, or into whom a medical device is implanted; (c) the improvement of medical device safety and performance through advances in technology.
Type of Personal Data	The data items to be processed will be as agreed at contract award but are to be based on the requirements specification for the Unified Outcomes and Registry Platform dataset.

Categories of Data Subject	Patients in receipt of a medical device within scope of the Unified Outcomes and Registry Platform who are registered for care in England or outside of England where this has been agreed.
Plan for return and destruction of the data once the processing is complete	This will be confirmed as part of contract award.
UNLESS requirement under union or member state law to preserve that type of data	

## Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

### Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Statistics, management and service reporting	Service Report	Monthly
Contract	Key outputs, KPIs, risk assessment / log	Contract delivery report	Quarterly
Technical	System usage, availability data validation, and coverage	Service Report	Monthly
Performance management	Registry compliance rate, patient consent rate	Management report	Quarterly

- Transparency reports to align with KPIs.



## Call-Off Schedule 2 (Staff Transfer)

### 1. Definitions

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

- "Employee Liability"** 1. all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:
- a. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
  - b. unfair, wrongful or constructive dismissal compensation;
  - c. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
  - d. compensation for less favourable treatment of part-time workers or fixed term employees;
  - e. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
  - f. claims whether in tort, contract or statute or otherwise;
- any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
- "Former Supplier"** a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
- "Partial Termination"** the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS

	or the Buyer can end this contract ) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Staffing Information"</b>	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format: <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant</li> </ul>

- contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
- "Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
- "Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
- "Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

## 2. INTERPRETATION

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

### 3. Which parts of this Schedule apply

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

- o Part C (No Staff Transfer On Start Date)
- o Part E (Staff Transfer on Exit)

## 1. Part C: No Staff Transfer on the Start Date

### 1. What happens if there is a staff transfer

1. The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

2. Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2. the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

4. if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

a. the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and

b. the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

3. The indemnities in Paragraph 1.2 shall not apply to any claim:

1. for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

4. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

5. If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

## **2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **Part E: Staff Transfer on Exit**

**1. Obligations before a Staff Transfer**

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

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

2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier

and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

3. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

4. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

5. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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

1. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
2. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
3. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
4. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
5. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
6. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended

transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

7. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

8. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

9. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

10. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

11. fully fund any Broadly Comparable pension schemes set up by the Supplier;

12. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

13. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

14. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

6. On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

1. the numbers of employees engaged in providing the Services;
2. the percentage of time spent by each employee engaged in providing the Services;

3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
4. a description of the nature of the work undertaken by each employee by location.

7. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1. the most recent month's copy pay slip data;
2. details of cumulative pay for tax and pension purposes;
3. details of cumulative tax paid;
4. tax code;
5. details of any voluntary deductions from pay; and
6. bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms dis-applied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2. The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.



5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

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

6. The indemnity in Paragraph 2.5 shall not apply to:
  1. (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
  2. (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
7. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
8. If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
9. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-

contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

10. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

11. The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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

### 1. DEFINITIONS

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

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

### 3. PROJECT MANAGEMENT

4. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
5. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

### 6. Role of the Supplier Contract Manager

- 6.1 The Supplier's Contract Manager's shall be:
  - 6.2 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 6.3 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 6.4 able to cancel any delegation and recommence the position himself; and
  - 6.5 replaced only after the Buyer has received notification of the proposed change.
- 6.6 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.7 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### 7. Contract Risk Management

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 12.1.1 the identification and management of risks;
  - 12.1.2 the identification and management of issues; and
  - 12.1.3 monitoring and controlling project plans.
- 12.2 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 12.3 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

## Call-Off Schedule 20 – Call-Off Specification

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

- Outcome Registries Platform: Mobilisation & Core Data Collection
- National Joint Registry (NJR): Connectivity with the Outcomes Registry Platform
- National Vascular Registry (NVR): Connectivity with the Outcomes Registry Platform
- Summary of Costs

Further details of the Deliverables are set out in the following document:



NEC Registry as a  
Service - Service Defir

The Software is licensed for the Call Off Initial Term on the Supplier's standard licence terms, a copy of which is embedded into the electronic version of this Contract and hereby incorporated by reference:



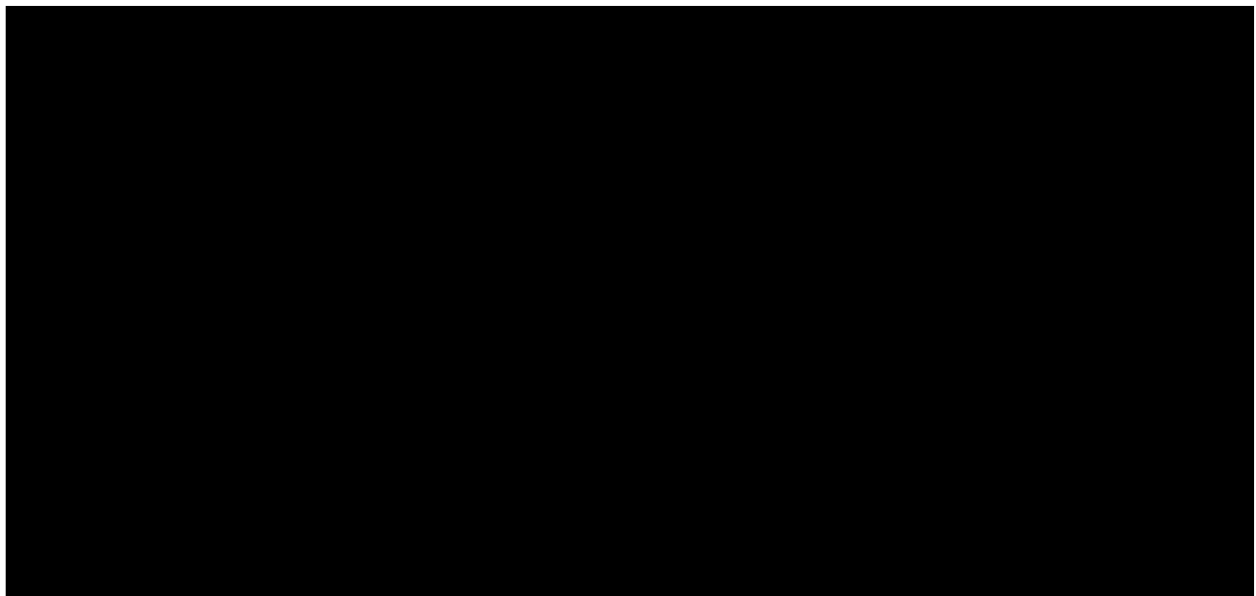
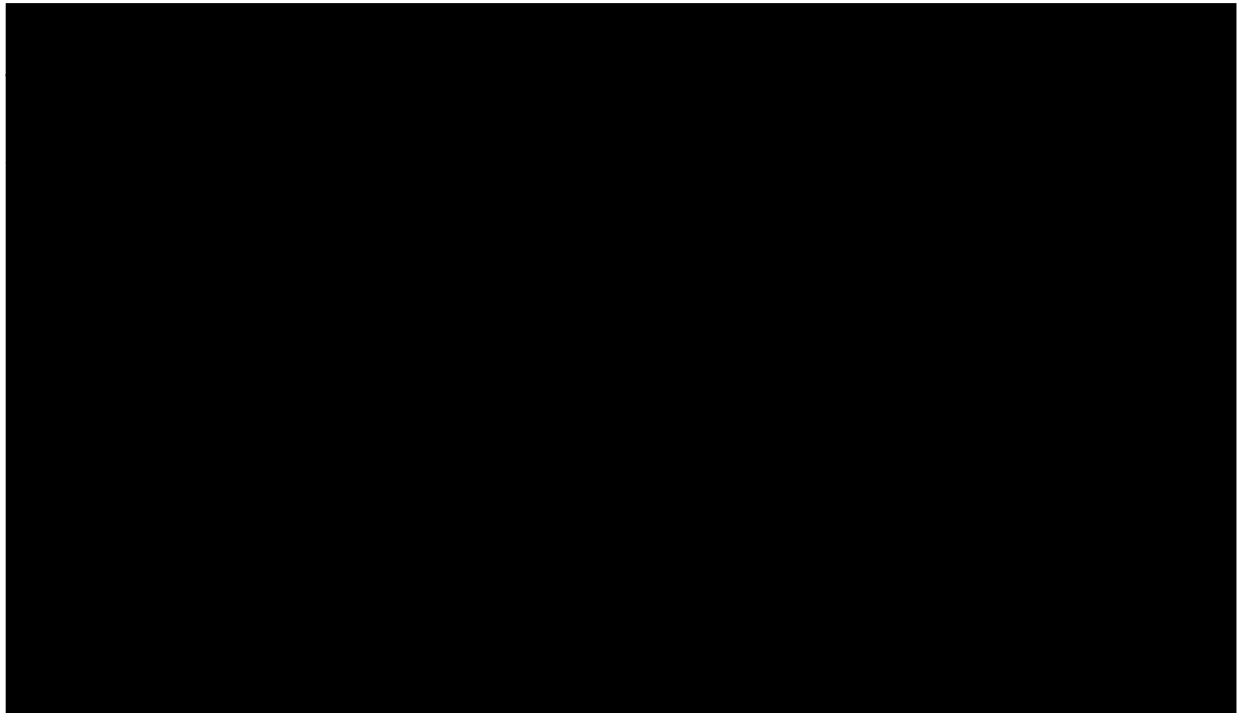
Licence Terms -  
Schedule 01.02.2023

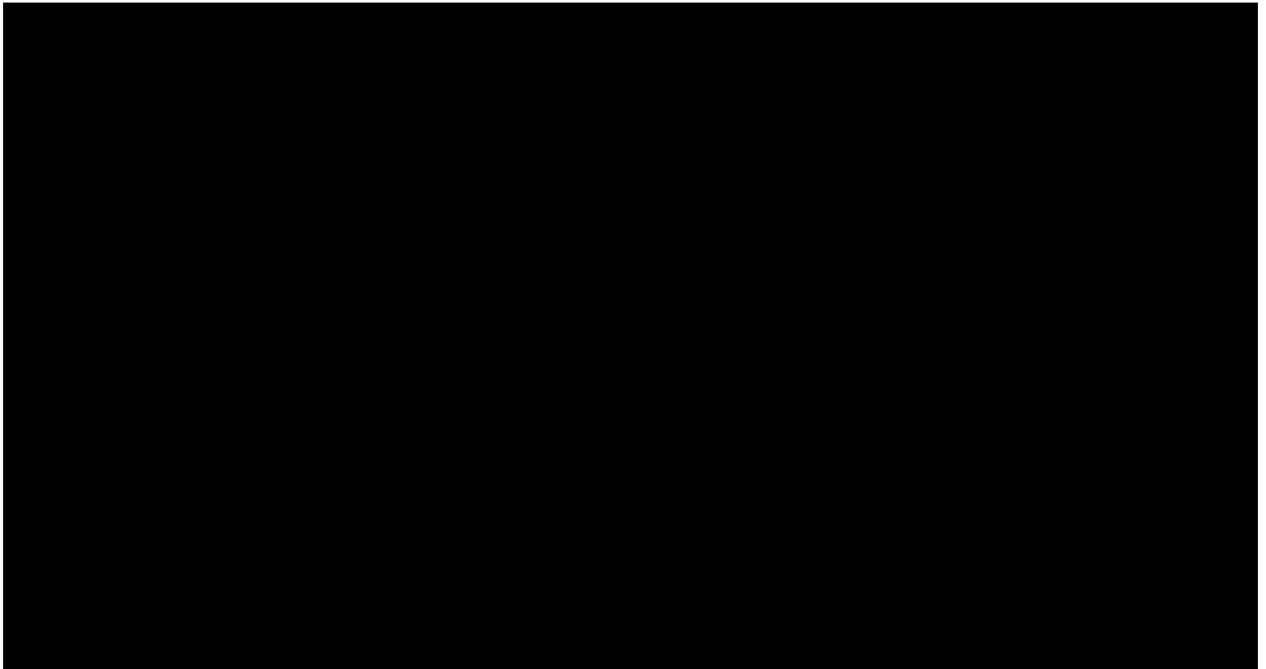
The Software will be hosted, and hosting services shall be provided by Microsoft Azure. The Buyer agrees and consents to the provision of such services by Microsoft and acknowledges and agrees to the provision of such services on Microsoft's applicable terms and conditions, regardless of any other provision in this Contract.

# 1) Outcome Registries Platform: Mobilisation & Core Data Collection

## Mobilisation & Core Data Summary Summary

NEC's Registry Platform Software currently supports both the National Joint Registry (NJR) and the National Vascular Registry (NVR). To enable rapid mobilisation of the Outcomes Registries Programme, NEC propose to install and configure the NEC Registry Platform Enterprise Software (the Outcomes Registries Programme Platform or "ORP Platform" or "The Platform") to support the collection, management, and processing of the NHS Outcomes Registries: Core Procedure and Implant Data Set (See Appendix B) from all providers in England and Wales undertaking eligible procedures.









## 2) National Joint Registry (NJR): Connectivity with the Outcomes Registry Platform

### NJR Connectivity Summary

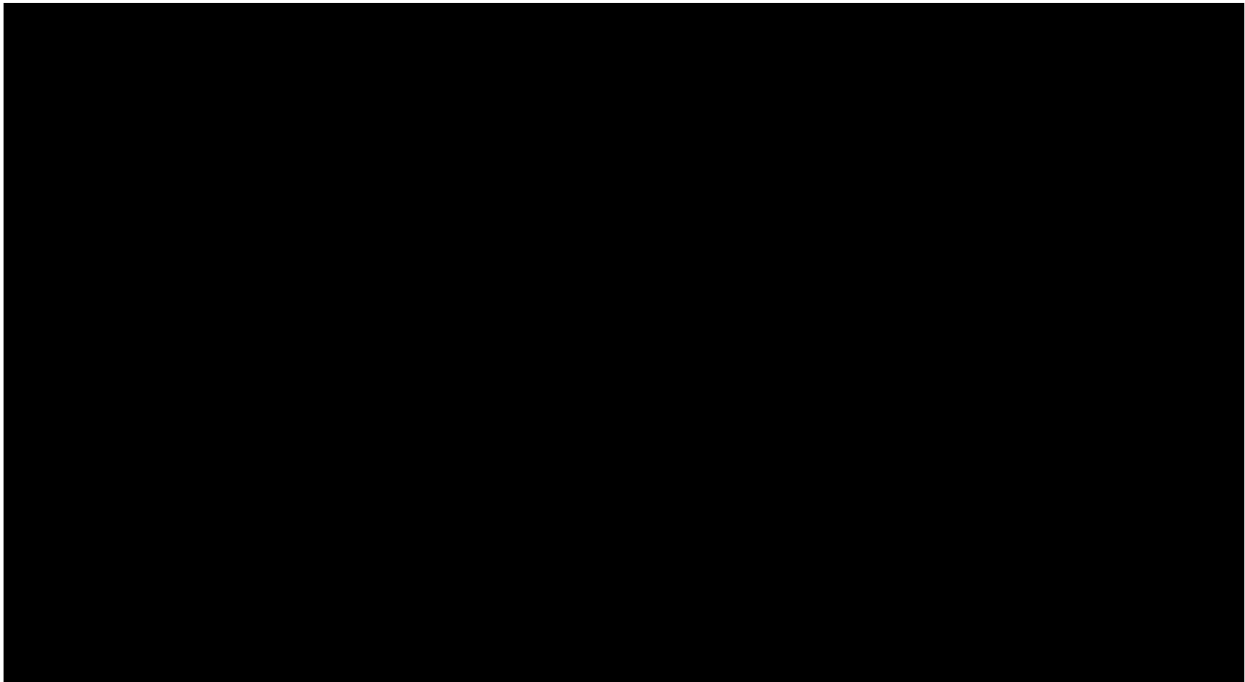
NEC's Registry Platform software currently supports the National Joint Registry (NJR). It is proposed to utilise this existing Registries Platform to support the collection of Core Procedure and Implant Data for the Outcomes Registries Programme.

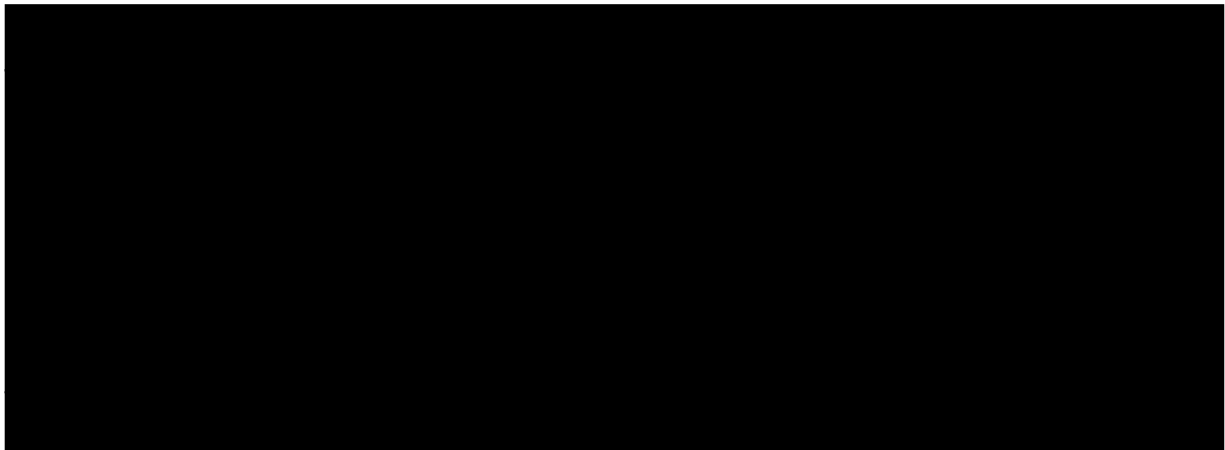
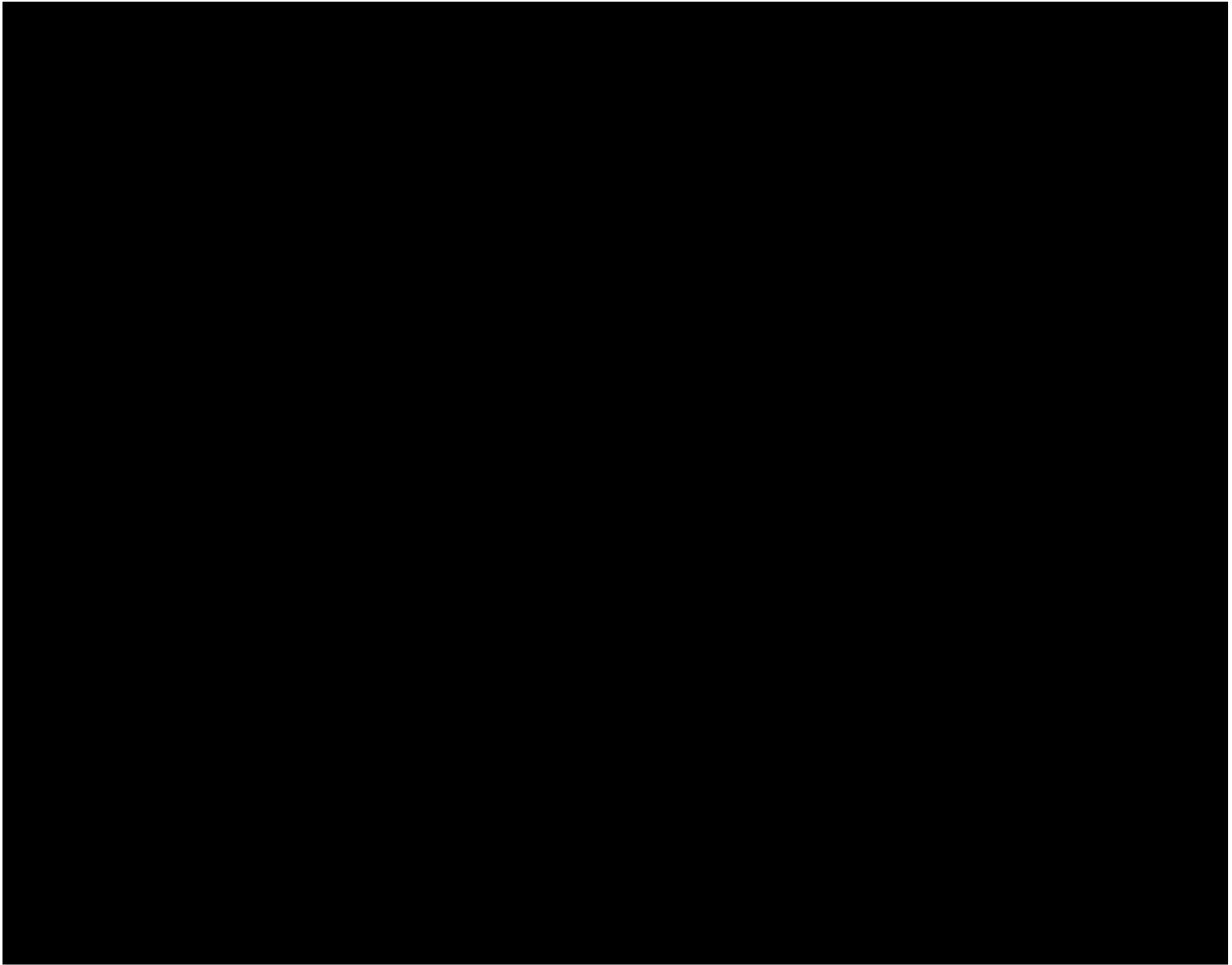
ORP does not replace NJR. NJR and ORP will co-exist for the foreseeable future. However, the scope of the ORP is wider than NJR (covering all Class III and IIb devices). It is therefore envisaged that units may opt to enter the Core Procedure and Implant Data Set on the ORP Platform for all implants (including joint replacement), and to complete the NJR-specific clinical data on the NJR Platform. To support this requirement, integration work is proposed for the secure passing of NJR eligible records from the ORP Platform to the NJR for completion.

In addition, Implant Master Data on NJR eligible devices (hip, knee, ankle, elbow and shoulder) can be shared between NJR and ORP (with agreement of the respective data controllers) to avoid duplication of data management and to prevent misalignment of implant master data across the two systems.

This will require configuration of the NEC Registry Connector software to enable secure passing of data between the two platforms to maintain integrity of the underlying data within both environments.

As a result of this work, NJR submitting sites will have the option of continuing NJR submissions directly to the current NJR platform or submitting the Core Procedure and Implant Data Set to ORP, with NJR specific clinical data subsequently entered into NJR.







### **3) National Vascular Registry (NVR): Connectivity with the Outcomes Registry Platform**

#### **NVR Connectivity Summary**

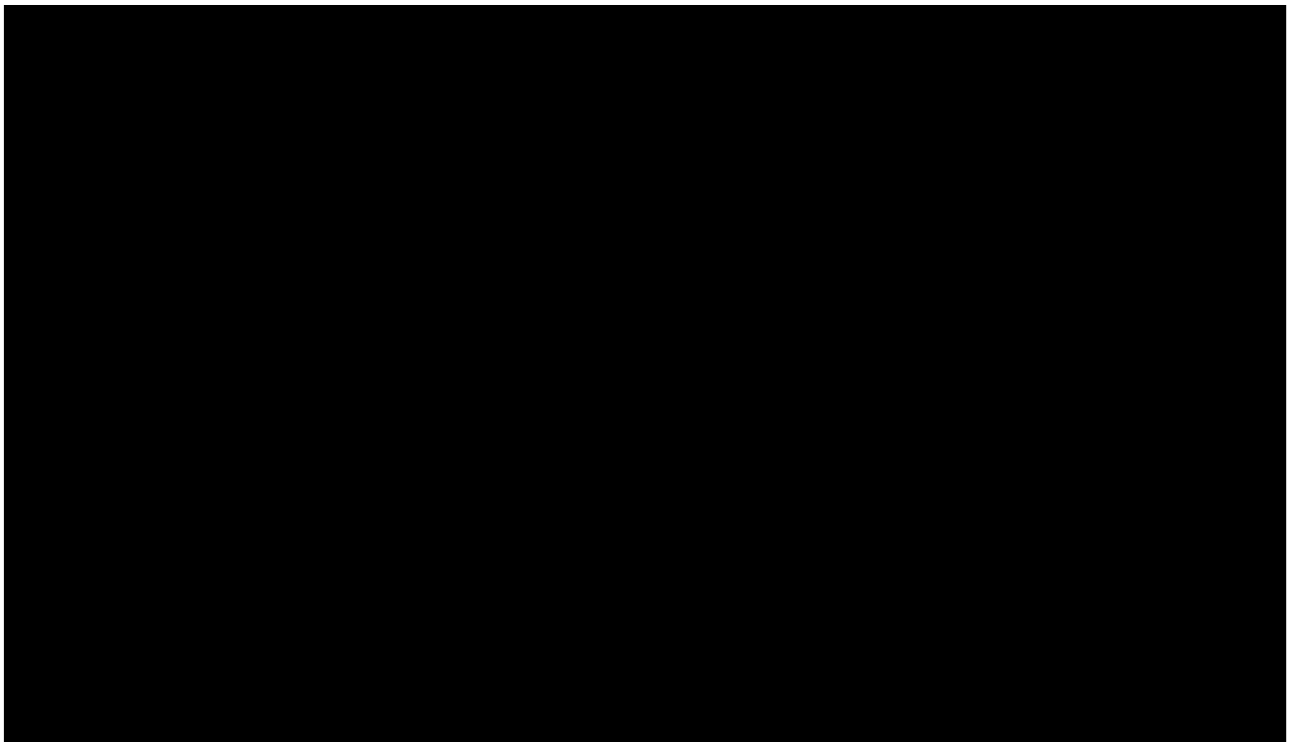
NEC's Registry Platform software currently supports the National Vascular Registry (NVR). It is proposed to utilise this existing Registries Platform to support the collection of Core Procedure and Implant Data for the Outcomes Registries Programme.

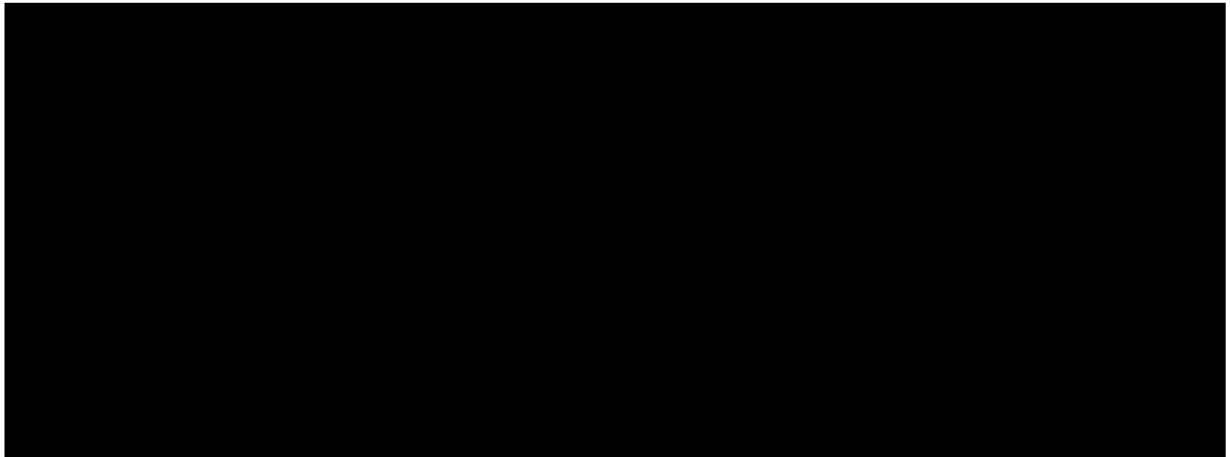
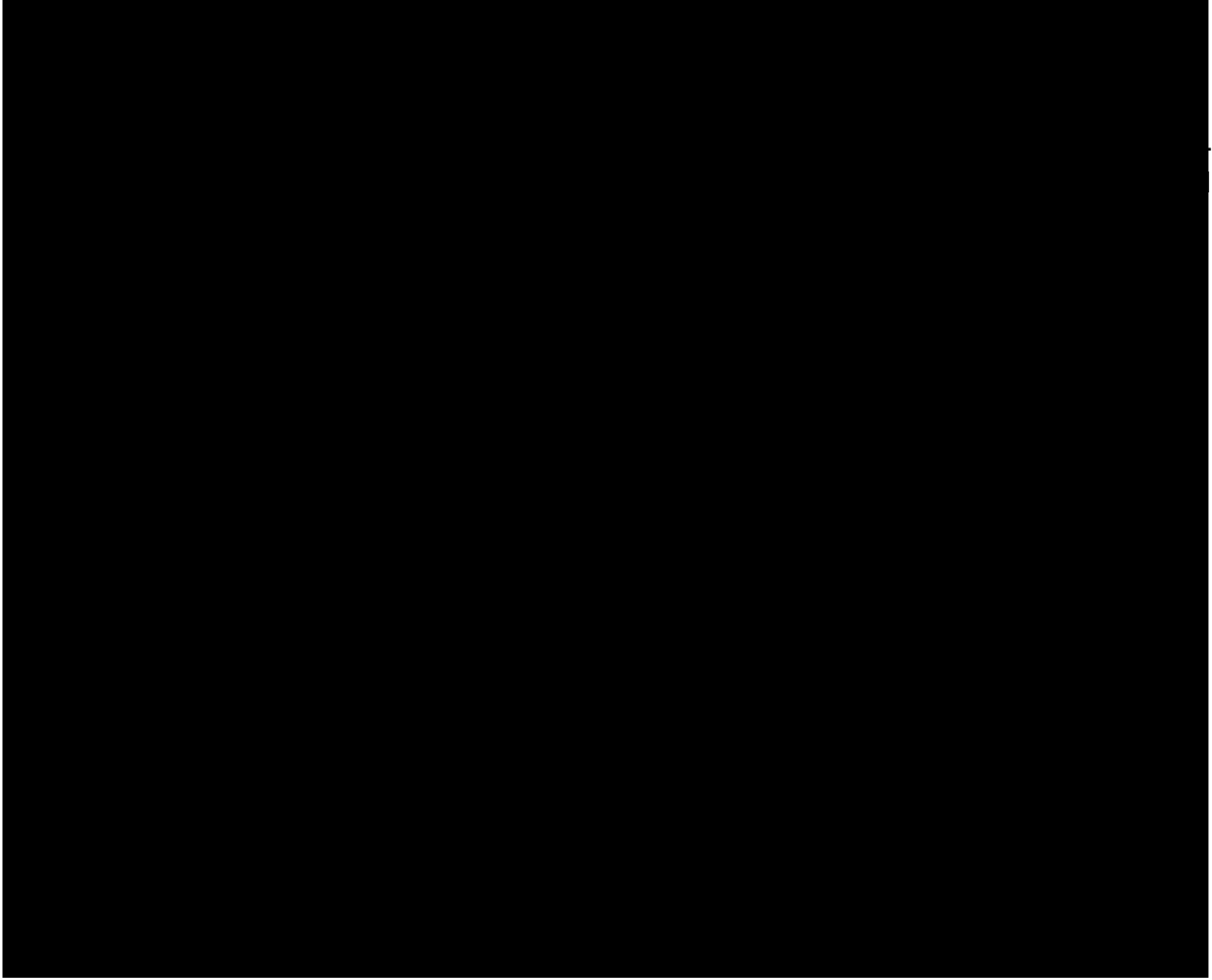
As with NJR listed in Section 2, the ORP Platform does not replace the NVR system or NVR programme. It is envisaged, however, that units may opt to enter the Core Procedure and Implant Data Set on the ORP Platform for all implants (including vascular procedures), and to complete the NVR-specific clinical data on the NVR Platform. To support this requirement, integration work is proposed for the secure passing of NVR eligible records from the ORP Platform to the NVR for completion.

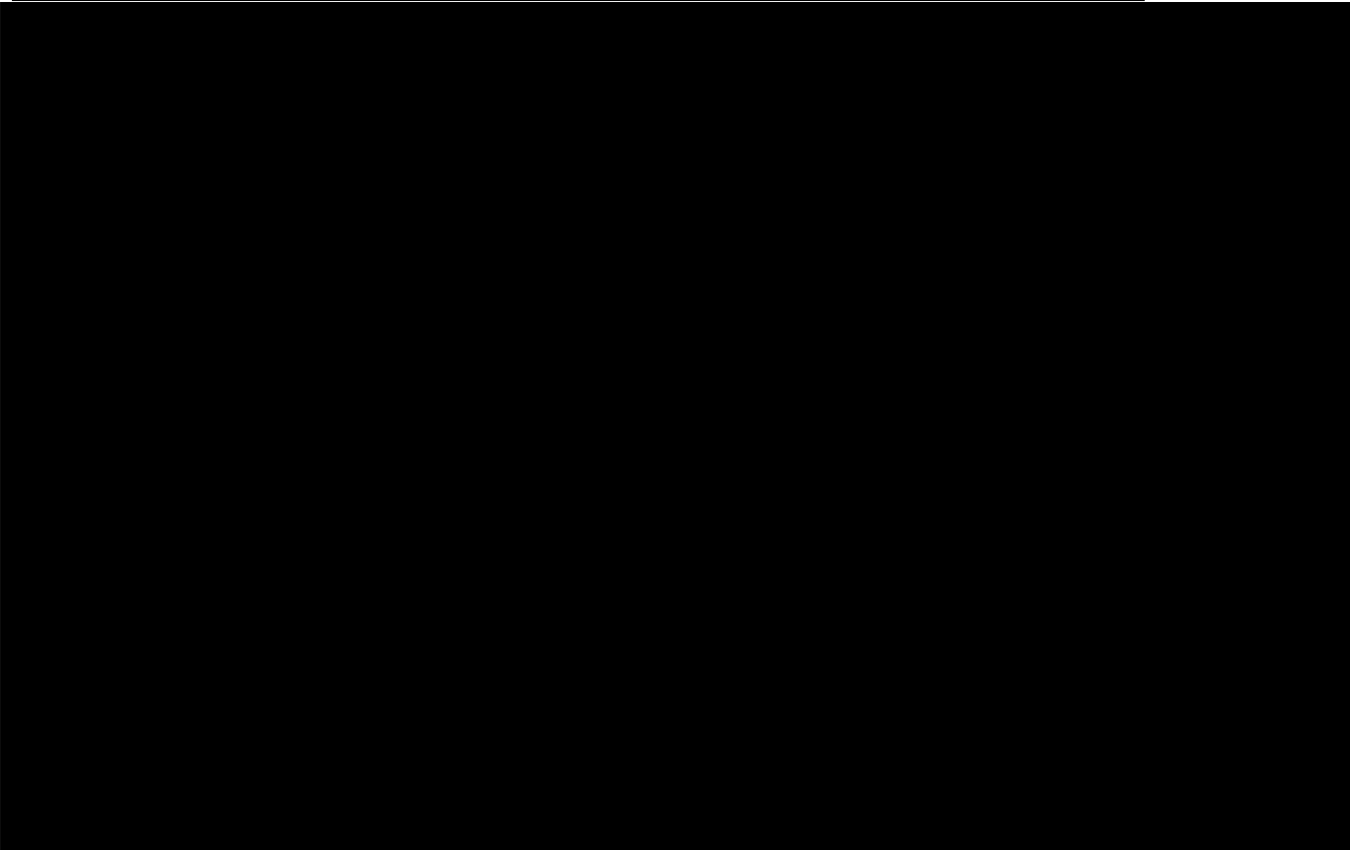
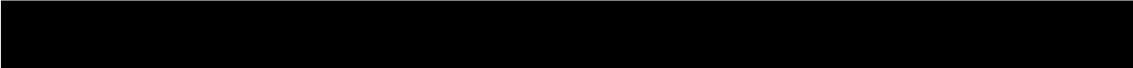
In addition, implant master data on NVR eligible devices (currently AAA devices) will be shared between NVR and ORP (with agreement of the respective data controllers) to avoid duplication of data management and to prevent misalignment of implant master data across the two systems.

This will require configuration of the NEC Registry Connector software to enable secure passing of data between the two platforms to maintain integrity of the underlying data within both environments.

Unit submitting data to the NVR will have the option of continuing all NVR submissions directly to the current NVR platform or submitting the Core Procedure and Implant Data Set to ORP, with NVR specific clinical data subsequently entered into the NVR.



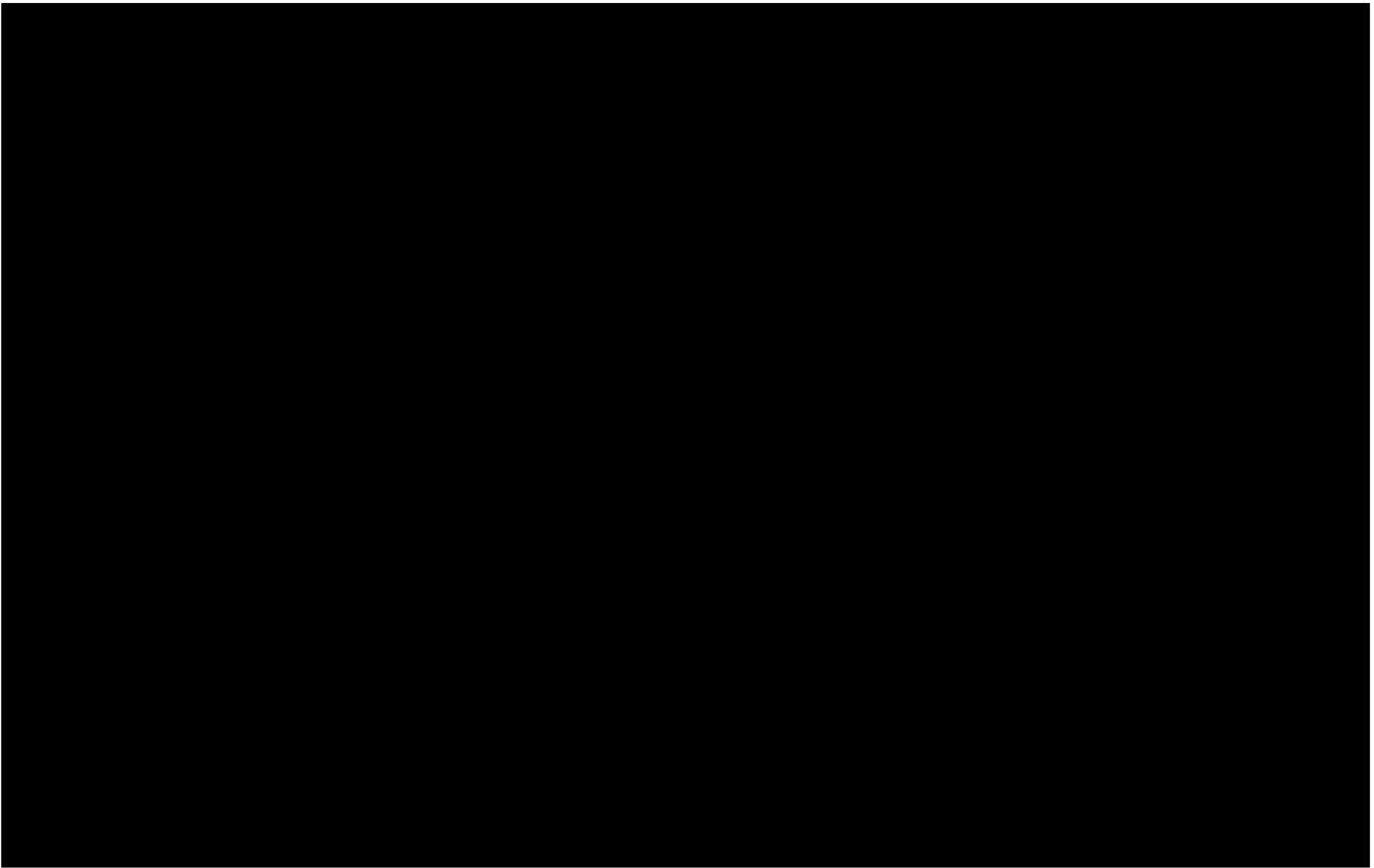


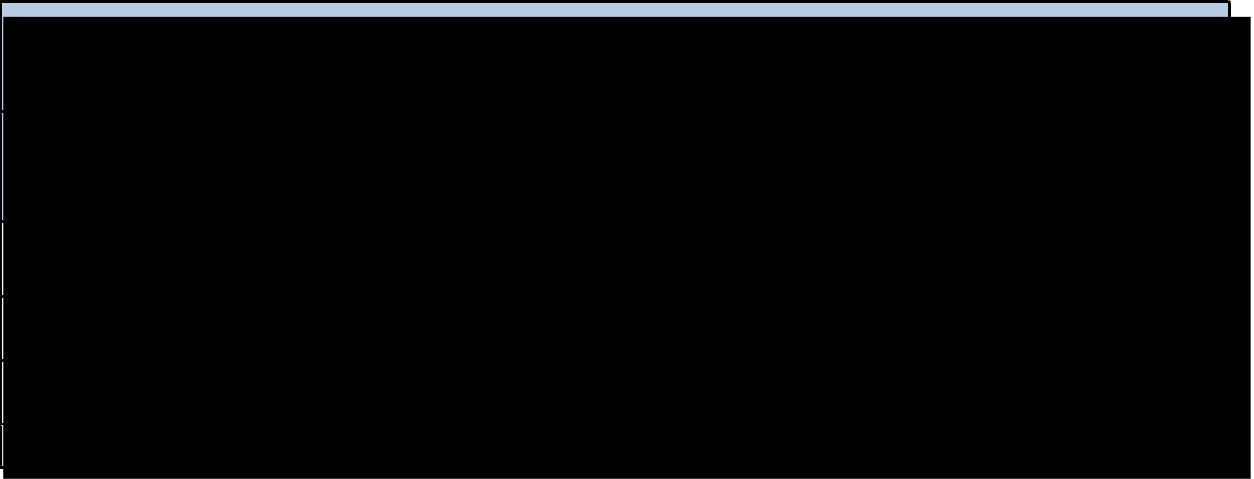


## **4) Summary of Costs and Payment Profile**



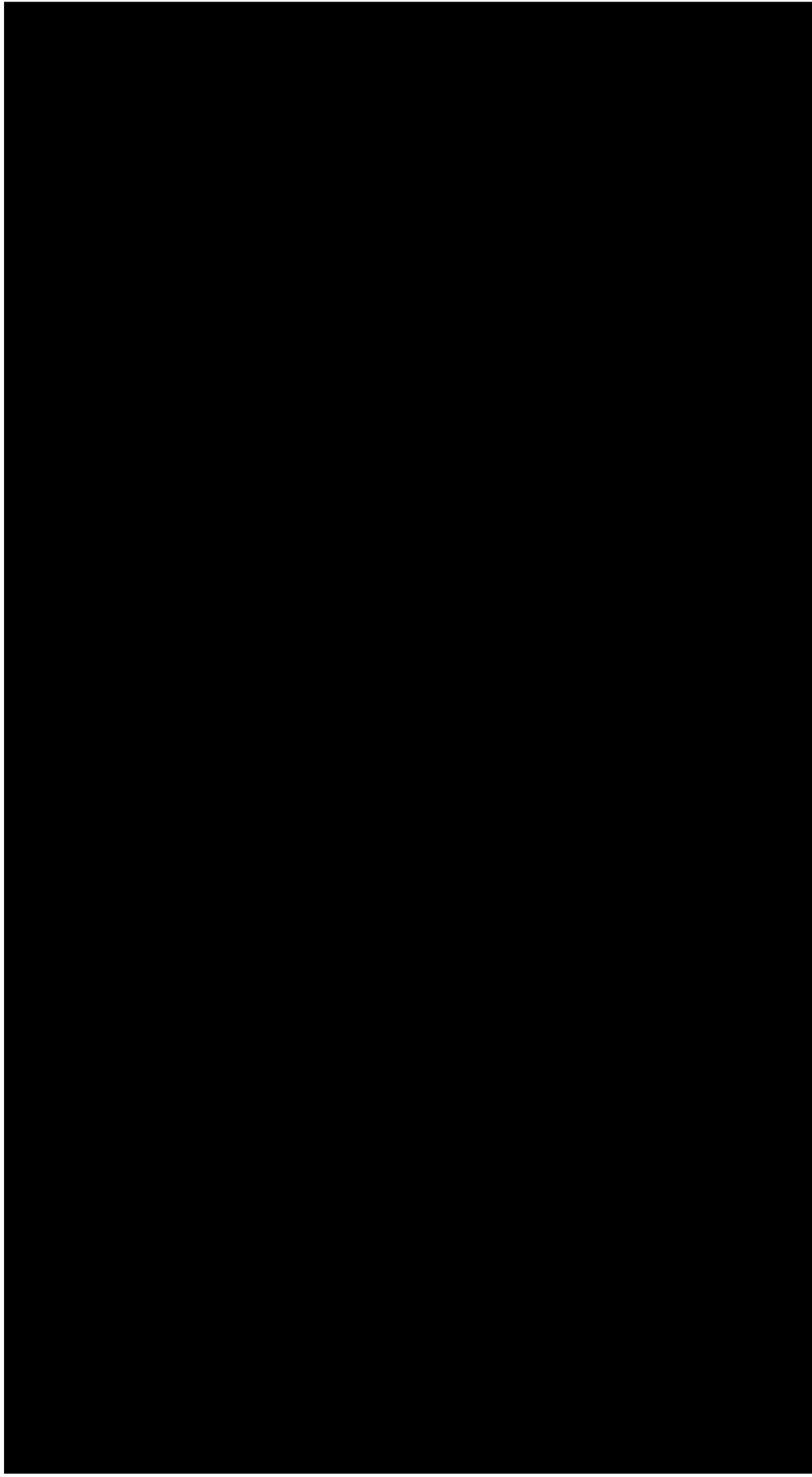
### **4.2 Payment Profile**

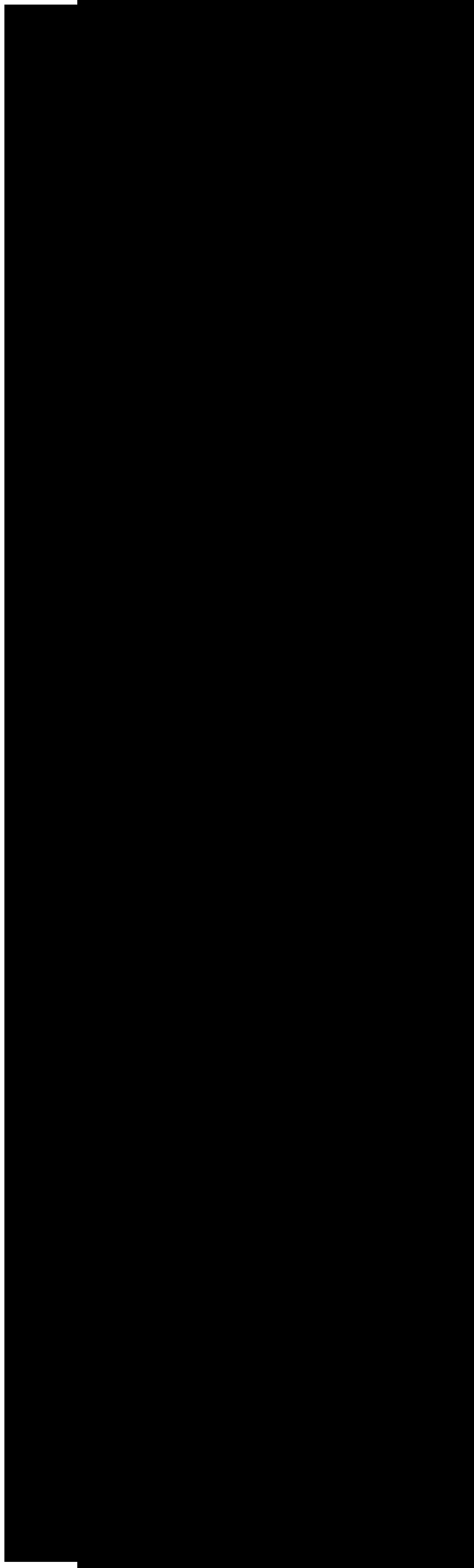


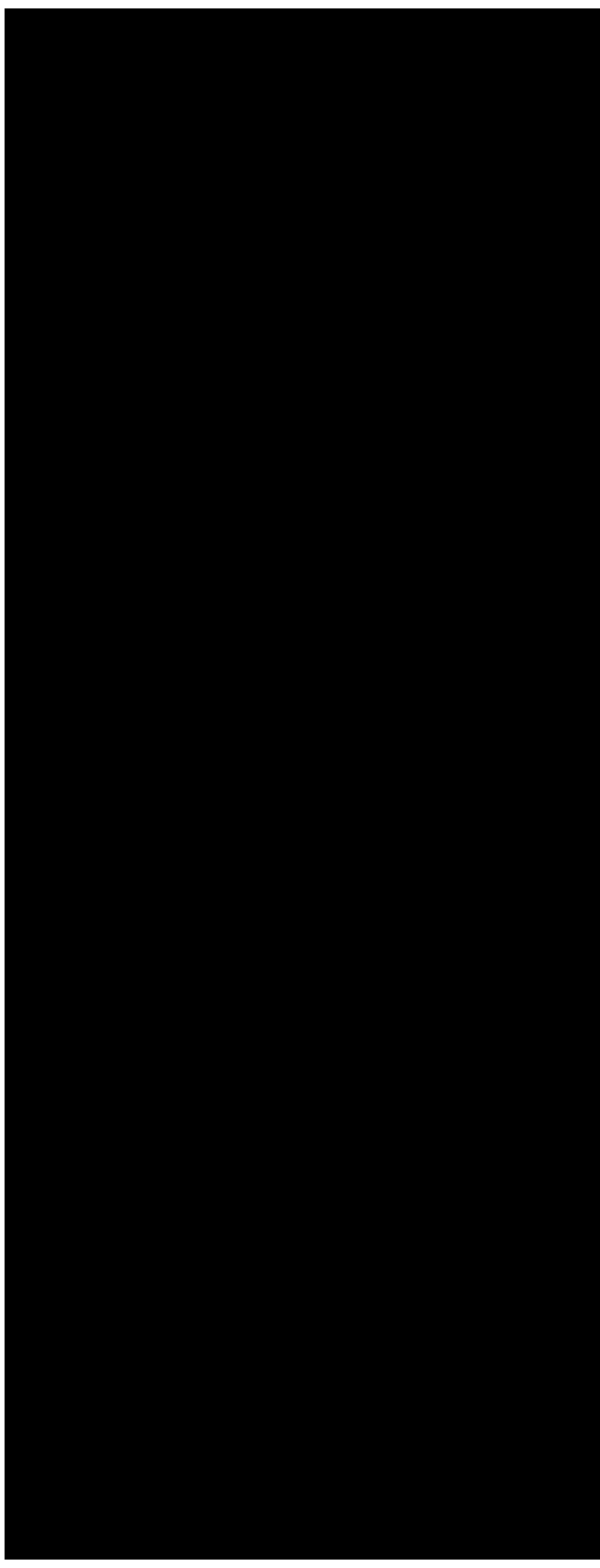




## **Appendix A - Timelines**







# CCS Core Terms

Crown Copyright 2018 Version: 3.0.3

## 1. Definitions used in the contract

1. Interpret this Contract using Joint Schedule 1 (Definitions).

## 2. How the contract works

1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
2. CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
4. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
  - make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
  - create new Call-Off Schedules
  - exclude optional template Call-Off Schedules
  - use Special Terms in the Order Form to add or change terms
5. Each Call-Off Contract:
  - is a separate Contract from the Framework Contract
  - is between a Supplier and a Buyer
  - includes Core Terms, Schedules and any other changes or items in the completed Order Form
  - survives the termination of the Framework Contract
6. Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
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.
8. The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
  - verify the accuracy of the Due Diligence Information
  - properly perform its own adequate checks
9. CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.
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

### 1. All deliverables

1. The Supplier must provide Deliverables:
  - 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)
  - to a professional standard
  - using reasonable skill and care
  - using Good Industry Practice

- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
  - on the dates agreed
  - that comply with Law
2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

## **2. Goods clauses**

1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
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.
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.
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 don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

## **3. Services clauses**

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

## **4. Pricing and payments**

1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
2. 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).
3. 4.3 All Charges and the Management Charge:
  - exclude VAT, which is payable on provision of a valid VAT invoice
  - include all costs connected with the Supply of Deliverables
4. 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 to the Supplier's account stated in the Order Form.
5. 4.5 A Supplier invoice is only valid if it:
  - includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
  - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
  - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
7. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
8. If CCS or the Buyer can get more favourable commercial terms for the supply of any materials, goods or services used by the Supplier to provide the Deliverables at cost and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
  - require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
  - enter into a direct agreement with that Subcontractor or third party for the relevant item
9. If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
10. CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
  - the relevant item being made available to the Supplier if required to provide the Deliverables
  - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
11. The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

1. If Supplier Non-Performance arises from an Authority Cause:
  - neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
  - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
  - the Supplier is entitled to additional time needed to make the Delivery
  - the Supplier cannot suspend the ongoing supply of Deliverables
2. Clause 5.1 only applies if the Supplier:
  - gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
  - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause

- mitigated the impact of the Authority Cause

## **6. Record keeping and reporting**

1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
3. The Supplier must allow 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.
4. The Supplier must provide information to the Auditor and reasonable co-operation at their request.
5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - tell the Relevant Authority and give reasons
  - propose corrective action
  - provide a deadline for completing the corrective action
6. The Supplier must provide the Authority with a Self Audit Certificate supported by a report at the end of each Contract Year. The report must contain:
  - the methodology used
  - the sampling techniques applied
  - details of any issues
  - any remedial action taken
7. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is either qualified in a relevant audit or financial discipline.

## **7. Supplier staff**

1. The Supplier Staff involved in the performance of each Contract must:
  - be appropriately trained and qualified
  - be vetted using Good Industry Practice and the Security Policy
  - comply with all conduct requirements when on the Buyer's Premises
2. 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
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**

1. The Supplier warrants and represents that:
  - it has full capacity and authority to enter into and to perform each Contract
  - each Contract is executed by its authorised representative
  - it is a legally valid and existing organisation incorporated in the place it was formed
  - 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
  - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
  - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
  - it is not impacted by an Insolvency Event
  - it will comply with each Call-Off Contract

2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
3. The Supplier indemnifies both CCS and every Buyer against each of the following:
  - wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
  - non-payment by the Supplier of any tax or National Insurance
4. All claims indemnified under this Contract must use Clause 26.
5. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
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)**

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:
  - receive and use the Deliverables
  - make use of the deliverables provided by a Replacement Supplier
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.
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.
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.
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.
6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
  - obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
  - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

## **10. Ending the contract**

1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
- 3. Ending the contract without a reason**
  1. CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
  2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 4. When CCS or the buyer can end a contract**
  1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
    - there's a Supplier Insolvency Event





- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
  - the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
  - there's any material default of the Contract
  - there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
  - there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
  - there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
  - there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
  - 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
  - the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
  - the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
2. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
  3. If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
  4. When the Relevant Authority receives a requested Rectification Plan it can either:
    - reject the Rectification Plan or revised Rectification Plan, giving reasons
    - 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
  5. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
    - must give reasonable grounds for its decision
    - may request that the Supplier provides a revised Rectification Plan within 5 Working Days
  6. If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## **5. What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

1. The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
2. The Buyer's payment obligations under the terminated Contract stop immediately.
3. Accumulated rights of the Parties are not affected.
4. The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
5. The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
6. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

7. The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

#### **6. When the supplier can end the contract**

1. 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 total Contract Value or £1,000, whichever is the lower, within 30 days of the date of the Reminder Notice.

2. If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- 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
- Clauses 10.5.4 to 10.5.7 apply

#### **7. When subcontracts can be ended**

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

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

#### **8. Partially ending and suspending the contract**

1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

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

3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

5. The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

#### **11. How much you can be held responsible for**

1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

3. No Party is liable to the other for:

- any indirect Losses
  - Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
4. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
  - its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
  - any liability that cannot be excluded or limited by Law
  - its obligation to pay the required Management Charge or Default Management Charge
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, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
6. 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.
7. When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- any liability that is covered by a Required Insurance
  - Deductions
  - any items specified in Clause 11.5
8. If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## **12. Obeying the law**

1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
2. The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
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**

1. The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
2. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
3. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
4. 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.
5. 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.
6. 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.
7. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- 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
  - restore the Government Data itself or using a third party
8. The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.
9. The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
  - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
  - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
  - 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
  - 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**

1. Each Party must:
- keep all Confidential Information it receives confidential and secure
  - not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
  - immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
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:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
  - if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
  - if the information was given to it by a third party without obligation of confidentiality
  - if the information was in the public domain at the time of the disclosure
  - if the information was independently developed without access to the Disclosing Party's Confidential Information
  - to its auditors or for the purposes of regulatory requirements
  - on a confidential basis, to its professional advisers on a need-to-know basis
  - to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010
3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
4. CCS or the Buyer may disclose Confidential Information in any of the following cases:
- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
  - 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

- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
  - where requested by Parliament
  - under Clauses 4.7 and 16
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.
6. Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.
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**

1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
2. Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
  - publish the Transparency Information
  - comply with any Freedom of Information Act (FOIA) request
  - comply with any Environmental Information Regulations (EIR) request
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, which does not need to be reasonable.

## **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's 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 and agreements whether written or oral. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act (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**

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:
  - provides a Force Majeure Notice to the other Party
  - Uses all reasonable measures practical to reduce the impact of the Force Majeure Event
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.
3. Where a Party terminates under Clause 20.2:
  - each party must cover its own Losses
  - Clause 10.5.2 to 10.5.7 applies

## **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**

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

### **24. Changing the contract**

1. Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
2. The Supplier must provide an Impact Assessment either:
  - with the Variation Form, where the Supplier requests the Variation
  - within the time limits included in a Variation Form requested by CCS or the Buyer
3. If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
  - agree that the Contract continues without the Variation
  - 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
  - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
4. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
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.
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:
  - that the Supplier has kept costs as low as possible, including in Subcontractor costs
  - of how it has affected the Supplier's costs
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.

### **25. How to communicate about the contract**

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

## **26. Dealing with claims**

1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
2. At the Indemnifier's cost the Beneficiary must both:
  - allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
  - give the Indemnifier reasonable assistance with the claim if requested
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.
4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
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.
6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
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:
  - the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
  - the amount the Indemnifier paid the Beneficiary for the Claim

## **27. Preventing fraud, bribery and corruption**

1. The Supplier must not during any Contract Period:
  - commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
  - do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
2. The Supplier must during the Contract Period:
  - 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
  - keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
  - 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
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:
  - been investigated or prosecuted for an alleged Prohibited Act



- 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
  - received a request or demand for any undue financial or other advantage of any kind related to a Contract
  - suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act
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.
5. In any notice the Supplier gives under Clause 27.4 it must specify the:
- Prohibited Act
  - identity of the Party who it thinks has committed the Prohibited Act
  - action it has decided to take

## **28. Equality, diversity and human rights**

1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
  - any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law
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**

1. The Supplier must perform its obligations meeting the requirements of:
- all applicable Law regarding health and safety
  - the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier
2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

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

## **31. Tax**

1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
  - other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

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:
- 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
  - 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
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:
- 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
  - 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
  - the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
  - the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

### **32. Conflict of interest**

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

### **33. Reporting a breach of the contract**

1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
  - Law
  - Clause 12.1
  - Clauses 27 to 32
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**

1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

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:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

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.

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.

6. The Supplier cannot suspend the performance of a Contract during any Dispute.

### **35. Which law applies**

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

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

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

13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf)

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

3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Sub-contractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

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

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

### 3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

#### 1. The Supplier:

1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
3. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.
4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
5. shall make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
8. shall prepare and deliver to CCS, an annual slavery and human trafficking re- port 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 an- nual certification of compliance with Paragraph 3;
9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
10. shall not use or allow child or slave labour to be used by its Subcontractors;
11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **1. The Supplier shall:**

1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of em- ployment;
2. ensure that all Supplier Staff are provided with written and under- standable Information about their employment conditions in respect to wages before they enter;
3. All workers shall be provided with written and understandable Infor- mation about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the payperiod concerned each time that they are paid;
4. 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;
5. record all disciplinary measures taken against Supplier Staff; and
6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

#### **5. Working Hours**

##### **1. The Supplier shall:**

1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the indi- vidual has agreed in writing;
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;
  2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
    1. this is allowed by national law;
    2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
    3. appropriate safeguards are taken to protect the workers' health and safety; and
    4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  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. Sustainability**

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