**Framework Schedule 2 (Framework Tender)**

**[Insert** Supplier Framework Tender response**]**

**Framework Schedule 3 (Framework Prices)**

How Framework Prices are used to calculate Call-Off Charges

* 1. The Framework Prices:
		1. will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
		2. cannot be increased except as in accordance with this Schedule.
	2. The Charges:
		1. shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;

* 1. Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3

How Framework Prices are calculated

* 1. The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

When the Supplier can ask to change the Framework Prices

* 1. The Framework Prices will be fixed for the term of the Framework.
	2. The Framework Prices can be varied (and Annex 1 will be updated accordingly) due to:
		1. a Specific Change in Law in accordance with Clause 24;
		2. a review in accordance with insurance requirements in Clause 13;
		3. a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
		4. a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and

 When you will be reimbursed for travel and subsistence

* 1. Expenses shall only be recoverable where:
		1. the Time and Materials pricing mechanism is used; and
		2. the Order Form states that recovery is permitted; and
		3. they are Reimbursable Expenses and are supported by Supporting Documentation.
	2. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

**Annex 1: Rates and Prices**

Table 1: Time and Materials

Not Used

Table 2: Fixed Prices

The rates below shall [not] be subject to variation by way of Indexation

|  |  |
| --- | --- |
| **Framework Price** | **Fixed Framework Price (£)** |
| **Online Benefits Platform and Managed Service**One-off service set up fee per Contracting AuthorityAnnual fee per registered User including User registration, licence, technology maintenance and upgrades, User support and managed services feesAdditional Promotional Activity  |  |
| **Salary Sacrifice Schemes/Net Pay Deduction Schemes**Childcare Voucher Scheme fee per orderCycle to Work Scheme fee per orderDiscounted Gym Membership fee per orderTechnology and Smartphone Discounts fee per orderGreen Car Scheme fee per order |  |
| **Employee Discounts**Annual fee per user registered on the discounts platform |  |
| **Payroll Giving Scheme**Fee for each donation from an individual’s salary |  |

Table 3: Volume Based Prices

**Not Used**

**Framework Schedule 4 (Framework Management)**

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

|  |  |
| --- | --- |
| "Supplier Framework Manager" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and
 |
| "Supplier Review Meetings" | 1. has the meaning given to it in Paragraph 3.9 of this Schedule.
 |

How CCS and the Supplier will work together

* 1. The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
	2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.
	3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

Framework Management

Framework Management Structure

* 1. The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
	2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
	3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
	4. Following discussions between the Parties following the Framework Start Date, where requested by CCS the Supplier shall produce and issue to CCS a draft supplier action plan (the "Supplier Action Plan"). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
	5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS’s notification.
	6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
	7. The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
		1. D&B risk failure score monitoring;
		2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
		3. invoice payment performance; and
		4. verification of required accreditations & certifications.
	8. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.8 (Partially ending and suspending the contract), for a period as decided by CCS.

Supplier Review Meetings

* 1. Regular performance review meetings will take place at CCS’s premises throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
	2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
	3. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

How the Supplier’s Performance will be measured

* 1. The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target**  | **Measured by** |
| **FRAMEWORK MANAGEMENT** |
| 1 MI returns: all MI returns to be returned to CCS by the 5th working day of each month |  100% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse system) |
| 2 All undisputed invoices to be paid within 30 calendar days of issue |  98% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s finance system) |
| 3 Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement | 100% | Confirmation of receipt and time of receipt by the Authority |
| 4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report | 100% | Confirmation by the Authority of the completion of the actions by the dates identified in the Audit Report |
| 5 Provision of one case study per quarter to the Authority | 100% | Confirmation of receipt by the Authority |
| 6 Submission of quarterly Operational Security Report to the Authority | 100% | Confirmation of receipt by the Authority |
| 7 Submission of Information Assurance Risks Report on an annual basis | 100% | Confirmation of receipt by the Authority |
| 8 Advise CCS within 5 working days of a Call-Off contract being awarded pursuant to the Framework | 100% | Confirmation of receipt by the Authority |
| 9 Submission of monthly consolidated Call-Off Contract Management Information reported by Contracting Authority (as detailed in Call-Off Contract Management Information of the Specification) | 100% | Confirmation of receipt by Authority |
| 10 Submission of quarterly consolidated complaints report (listed by Contracting Authority) detailing complaint and resolution | 100% | Confirmation of receipt by Authority |

* 1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
	2. CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
	3. CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

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

What to do if CCS and the Buyer can’t agree about the performance

* 1. In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
	2. In cases where CCS Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
1. Marketing
	1. The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to CCS publications

* 1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
	2. Such information shall be provided in such form and at such time as CCS may request.
	3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

* 1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
	2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
	3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
	4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.
1. Where CCS might oversee parts of the Call-Off Contracts
	1. CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:
		1. Call-Off Schedule 3 (Continuous Improvement);
		2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
		3. Call-Off Schedule 9 (Security); and
		4. Call-Off Schedule 16 (Benchmarking).

 (the **"Supported Schedules"**)

How the Supplier must support CCS involvement

* 1. The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:
		1. provision of information;
		2. allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
		3. such other matters as CCS may notify to the Supplier from time to time.

Where CCS might manage the process for Buyers collectively

* 1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
		1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
			1. adopt a policy of continuous improvement in relation to the Deliverables;
			2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
		2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
			1. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
			2. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.]
		3. Call-Off Schedule 9 (Security) - the Supplier shall:
			1. create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
			2. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Agreements.
		4. Call-Off Schedule 16 (Benchmarking) - the Supplier:
			1. shall notify CCS in the event that any benchmarker is appoint in respect of any Call Off Agreement and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Agreements;
			2. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible.

agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

**Framework Schedule 5 (Management Charges and Information)**

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

2 Reporting period

2.1 MI Reports must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

1. Submitting the information
	1. MI Reports shall be completed electronically and uploaded to the CCS data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>
	2. CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
	3. Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
	4. The Supplier shall:

3.4.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.4.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

* 1. Invoicing queries; the Supplier shall notify CCS of any changes to these details.”

How CCS can use the Management Information

* 1. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
		1. use and to share with any Buyer, Other Contracting Authority and Relevant Person; and/or
		2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to CCS for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

* 1. CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
	2. Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

Paying the Management Charge

* 1. The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.
	2. The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.
1. What happens if the Management Charge is not paid?

6.1    Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;

6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or

6.1.4  terminating this contract.

1. What happens if the Management Information is wrong?
	1. If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
	2. Following an **MI Failure,** CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

* 1. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

* 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
	2. The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

What happens if Management Information Reports are not provided?

* 1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
		1. charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
		2. suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
		3. terminate this Contract.
	2. The Default Management Charge shall be the higher of:
		1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
		2. the sum of five hundred pounds (£500).
	3. If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
		1. the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
		2. the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.

Contact:

<https://www.reportmi.crowncommercial.gov.uk/>



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

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER: **[Insert** if known]

SID4GOV ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

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) RM6133
3. The following Schedules in equal order of precedence:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for RM6133
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **[Insert** Call-Off reference number]
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ [Call-Off Schedule 5 (Pricing Details) ]
	+ [Call-Off Schedule 6 (ICT Services) ]
	+ [Call-Off Schedule 7 (Key Supplier Staff) ]
	+ [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
	+ [Call-Off Schedule 9 (Security) ]
	+ [Call-Off Schedule 10 (Exit Management) ]
	+ [Call-Off Schedule 12 (Clustering) ]
	+ [Call-Off Schedule 13 (Implementation Plan and Testing) ]
	+ [Call-Off Schedule 14 (Service Levels) ]
	+ [Call-Off Schedule 15 (Call-Off Contract Management) ]
	+ [Call-Off Schedule 16 (Benchmarking) ]
	+ [Call-Off Schedule 17 (MOD Terms) ]
	+ [Call-Off Schedule 18 (Background Checks) ]
	+ [Call-Off Schedule 19 (Scottish Law) ]
	+ [Call-Off Schedule 20 (Call-Off Specification) ]
	+ [Call-off Schedule 21 (Northern Ireland Law)  ]
1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) RM6133
3. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

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

CALL-OFF SPECIAL TERMS

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

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: **[Inset** Day Month Year]

CALL-OFF EXPIRY DATE: **[Inset** Day Month Year]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: 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.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is **[Insert duration:** one Month]].

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

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

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded
	1. If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
2. Who is responsible for the award
	1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
		1. the conduct of Buyer in relation to this Contract; or
		2. the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.
3. Creating a Call-Off Contract and Order
	1. Subject to Paragraphs 1 and 2 above a Buyer may award a Call-Off Contract and Order with the Supplier by sending (including electronically) a signed order form substantially in the form of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
	2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 3 shall not constitute a Call-Off Contract under this Contract.
	3. On receipt of an order form as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
	4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

**Framework Schedule 8 (Self Audit Certificate)**

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

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract [**Insert** Framework Ref: RM xxxx] entered into on [**Insert** Framework Start Date dd/mm/yyyy] between [**Insert** Supplier name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [**Insert** Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.

2. We have tested a sample of 20 Orders and related invoices during our audit for the Contract Year ending [**Insert** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.

3. We have tested a sample of 15 Orders and related invoices:

* for the same or similar Deliverables
* for the UK public sector
* not supplied under the Framework Contract
* during our audit for the Contract Year ending [**Insert** dd/mm/yyyy]

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

4. We attach an audit report which details:

* the methodology used of the review
* the sampling techniques applied
* details of any issues identified
* remedial action taken

Name:………………………………………………………

Signed:…………………………………………………….

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

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

**Framework Schedule 9 (Cyber Essentials Scheme)**

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

|  |  |
| --- | --- |
| * 1. **"Cyber Essentials Scheme"**
 | * 1. the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/>
 |
| * 1. **"Cyber Essentials Basic Certificate"**
 | * 1. the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
 |
| * 1. **"Cyber Essentials Certificate"**
 | * 1. Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form
 |
| * 1. **"Cyber Essential Scheme Data"**
 | * 1. sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
 |
| * 1. **"Cyber Essentials Plus Certificate"**
 | * 1. the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
 |

1. What Certification do you need

2.1 Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to Framework Commencement the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to CCS. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contact Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.