

Key changes between the G-Cloud 12 and G-Cloud 13 Framework Agreements

This document sets out the key changes between the G-Cloud 12 and G-Cloud 13 Framework Agreements. It does not set-out minor changes such as numbering, moving sections and the capitalisation of individual terms. All existing and new capitalised terms are defined under Framework Agreement Schedule 3: Glossary and Interpretations.

This is intended to be used as a guide and Applicants are recommended to complete their own checks.

Place in Framework Agreement Description of update	G-12 Framework Agreement	G-13 Framework Agreement
1.7	Call-Off Contract length: Up to 24 months plus 2 optional extension periods of up to 12 months each.	Call-Off Contract length: Up to 36 months plus an optional extension period of up to 12 months.
Throughout the document	references to OJEU	references to Find a Tender Service (FTS)
Throughout the document	references to Digital Marketplace	references to Platform
Description of Lots	Clause 2 Services offered	Schedule 4 Lots
Removed	Clause 2.12 Service application, 3.6, 3.11 to 3.13 Background	
3.4	3.10 Subject to clause 3.2, once the G-Cloud Services have been ordered by a Buyer, the Supplier must maintain the Supplier Terms, including the pricing in the Supplier's Digital	3.4 Subject to clause 3.1, once the G-Cloud Services have been ordered by a Buyer, the Supplier must maintain the Supplier Terms, including the pricing in the Supplier's Platform

	Marketplace entry at the time of the Order, for the length of any Call-Off Contract.	entry at the time of the Order, for the length of any Call-Off Contract unless the Call-Off Contract allows for price review.
4.8	4.9 Subject to any liabilities which can't be limited i.) by Law under clause 4.2.4 or ii.) clause 4.8, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 4.2 to 4.8 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract.	4.8 Subject to any liabilities which can't be limited i.) by Law under clause 4.1 or ii.) clause 4.7, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 4.1 to 4.8 (inclusive) will not limit the Supplier's and Buyers' liability under any Call-Off Contract unless incorporated into it.
8.6		8.6 If the Supplier's Terms conflict with the Application or introduce new costs or obligations on the Buyer not identified in the Application CCS and the Buyer will at their discretion determine whether those aspects of the Supplier Terms shall be enforceable by the Supplier.

28.2	8.60 The Supplier indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 8.59 and any Data Protection Legislation.	28.2 The Supplier indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 28.1 and any Data Protection Legislation to a maximum of the Data Protection Liability Cap in any Year.
Throughout the document	reference to GDPR	reference to UK GDPR
Schedule 3: Glossary and interpretations		Data Protection Liability Cap £10 million (ten million pounds)
Data protection wording amended to reflect legislative changes and consequential changes	Schedule 4: Processing Data	Schedule 7: Processing Data Annex 1: Processing Personal Data 1.4 table
Schedule 3: Glossary and interpretations	Insolvency Event Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium	Insolvency Event Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Dun & Bradstreet rating of 10 or less