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This Framework Award Form creates the Framework Contract RM6345 Digital Capability for Health 2. It summarises the main features of the procurement and includes CCS and the Supplier’s contact details.

|  | **CCS**  | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS). Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP. |
| --- | --- | --- |
|  | **Supplier** |

| Name:  | **[Insert** name (registered name if registered)] |
| --- | --- |
| Address:  | [**Insert** address registered address if registered] |
| Registration number:  | [**Insert** registration number if registered] |
| SID4GOV ID: | [**Insert** SID4GOV ID if you have one] |
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|  | **Framework** **Contract** | This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables in Lot 1. This opportunity is advertised in the Contract Notice in the Find a Tender Service reference [**Insert** reference number] (FTS Contract Notice). |
|  | **Deliverables**  | See Framework Schedule 1 (Specification) for further details. |
|  | **Framework** **Start Date** | [**Insert** Day Month Year] |
|  | **Framework** **Expiry Date** | [**Insert** Day Month Year] |
|  | **Framework****Optional****Extension****Period** | 12 months |
|  | **Order****Procedure** | Further competitionSee Framework Schedule 7 (Call-off Award Procedure) |
|  | **Framework****Incorporated** **Terms** (together these documents form the ‘the Framework Contract’) | The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:1. This Framework Award Form
2. Any Framework Special Terms (see Section 10 ‘Framework Special Terms’ in this Framework Award Form)
3. Joint Schedule 1 (Definitions) RM6345
4. Joint Schedule 11 (Processing Data) RM6345
5. The following Schedules for RM6345 (in equal order of precedence):
	* Framework Schedule 1 (Specification)
	* Framework Schedule 3 (Framework Prices)
	* Framework Schedule 4 (Framework Management)
	* Framework Schedule 5 (Management Charges and Information)
	* Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules:
		+ Call-Off Schedule 1 (Transparency Reports)
		+ Call-Off Schedule 2 (Staff Transfer)
		+ Call-Off Schedule 3 (Continuous Improvement)
		+ Call-Off Schedule 4 (Call-Off Tender)
		+ 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 11 (Installation Works)
		+ 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)
		+ Call-Off Schedule 22 (Lease Terms)
		+ Call-Off Schedule 23 (HMRC Terms)
		+ Call-Off Schedule 24 (Corporate Resolution Planning)
		+ Call-Off Schedule 25 (Form of License)
		+ Call-Off Schedule 26 (Health Additional Terms)
		+ Call-Off Schedule 27 (Ethical Walls)
		+ Framework Schedule 7 (Call-Off Award Procedure)
		+ Framework Schedule 8 (Self Audit Certificate)
		+ Framework Schedule 9 (Cyber Essentials Scheme)
		+ 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 12 (Supply Chain Visibility)
6. CCS Core Terms (version 3.0.11)
7. Joint Schedule 5 (Corporate Social Responsibility) RM6345
8. Framework Schedule 2 (Framework Tender) RM6345 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above
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|  | **Framework** **Special Terms** | **Special Term 1 –**The Core Terms (version 3.0.11) shall be amended by deleting existing Clauses and inserting new Clauses as follows:**A new** **Clause 8.8** (Restraint of Trade) shall be inserted as follows:“8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.”**Clause 10.2.2** (Ending the Contract without a reason) shall be deleted and replaced with: “10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: 1. 15 days for a Statement of Work;

or (b) 30 days for the Call-Off Contract, written notice and if it is terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.” |
| **Special Term 2 –** A new Clause 10.2.3 shall be inserted as follows: “10.2.3 The Parties acknowledge and agree that the: (a) Buyer’s right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided; and(b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable Costs or Losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.” |
| **Special Term 3 -**Clauses 10.6.1 (What happens if the Contract ends), (a) and (e) shall be deleted and replaced with: “10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:(a) the Buyer’s payment obligations under the terminated Contract or terminated Statement of Work stop immediately. (e) the Supplier must promptly return any of the CCS or the Buyer’s property (including Government Data) provided under the terminated Contract or terminated Statement of Work.”**Special Term 4 –**Clause 10.7.3 (Partially ending and suspending the contract) shall be deleted and replaced with: “10.7.3 Where the Buyer has the right to terminate a Call-Off Contract or Statement of Work it can terminate or suspend (for any period), all or part of it. If the Buyer suspends all or part of a Contract or Statement of Work it can provide the Deliverables itself or buy them from a third party.”**Special Term 5 –**Clause 10.7.4 (Partially ending and suspending the contract) shall be deleted and replaced with: “10.7.4 The Relevant Authority can only partially terminate or suspend a Contract or Statement of Work if the remaining parts of that Contract or Statement of Work can still be used to effectively deliver the intended purpose."**Special Term 6 –** A new Clause 36 (Counterparts) shall be inserted as follows-: 36 Counterparts 36.1 The Contract and each Statement of Work may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. 36.2 Transmission of an executed counterpart of the Contract or a Statement of Work (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of that Contract or Statement of Work. 36.3 No counterpart shall be effective until each Party has delivered to the other(s) at least one executed counterpart. |
|  | **Framework** **Prices**  | Details in Framework Schedule 3 (Framework Prices) |
|  | **Insurance** | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
|  | **Cyber** **Essentials** **Certification** | Cyber Essentials Scheme Plus. Details in Framework Schedule 9 (Cyber Essentials Scheme) |
|  | **Management** **Charge** | The Supplier will pay, excluding VAT 1 % of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts. |
|  | **Supplier** **Framework****Manager** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Authorised** **Representative** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Compliance** **Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Supplier Data** **Protection** **Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Data Protection** **Liability Cap** | £10,000,000 |
|  | **Supplier** **Marketing** **Contact** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Key** **Subcontractors** | **Key Subcontractor 1**Name (Registered name if registered) [**insert** name]Registration number (if registered) [**insert** number]Role of Subcontractor [**insert** role]**[Guidance:** copy above lines as needed] |
|  | **CCS** **Authorised****Representative** | **[Insert** name]**[Insert** job title]**[Insert** email address]**[Insert** phone number] |

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