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

Order Form

CALL-OFF REFERENCE:	ecm_63454
THE BUYER:	DEFRA Organisations
BUYER ADDRESS	[redacted]
THE SUPPLIER:	Smart Employee Eyecare
SUPPLIER ADDRESS:	[redacted]
REGISTRATION NUMBER:	[redacted]
DUNS NUMBER:	[redacted]
SID4GOV ID:	[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/2/2021

It's issued under the Framework Contract Occupational Health, Employee Assistance Programmes and Eye Care Services with the reference number RM6182 with the contract number ECM_63454 for the provision of Employee Eyecare

CALL-OFF LOT(S):
Lot 5 Eyecare

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) RM6182.

3. The following Schedules in equal order of precedence:

   - Joint Schedules for RM6182
     - 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 10 (Rectification Plan)
     - Joint Schedule 11 (Processing Data)

   - Call-Off Schedules for RM6182
     - 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 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 18 (Background Checks)
     - Call-Off Schedule 19 (Scottish Law)
     - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
6. Call-Off Schedule 4 (Call-off Tender) as long as any parts of the call off 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 START DATE: 1 February 2022

CALL-OFF EXPIRY DATE: 31 January 2025

CALL-OFF INITIAL PERIOD: 3 years

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £125000 Estimated charges in the first 12 months of the contract.

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

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
Purchase orders within 30 days

BUYER'S INVOICE ADDRESS:

Organisation	Invoice addresses
Defra	[redacted]
Animal and Plant Health Agency	
Environment Agency	
Marine Management Organisation	
Natural England	
Royal Botanic Gardens Kew	

Veterinary Medicine Directorate	[redacted]
Office for Environment Protection (OEP)	

BUYER'S AUTHORISED REPRESENTATIVE

[redacted] Head of Safety & Health at Work
[redacted]

BUYER'S ENVIRONMENTAL POLICY

[redacted]

BUYER'S SECURITY POLICY

[redacted]

SUPPLIER'S AUTHORISED REPRESENTATIVE AND CONTRACT MANAGER

[redacted] - Corporate Manager
[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 STAFF

Organisation	Contact	Email address
Defra	[redacted]	
Animal and Plant Health Agency		
Environment Agency		
Marine Management Organisation		
Natural England		
Royal Botanic Gardens Kew		
Veterinary Medicine Directorate		
Office for Environment Protection		

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

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

The applicable percentage for the Service Credit Cap is 10% of the percentage of the estimated year 1 call of contract charges.

The Service Period is: one Month

A Critical Service Level Failure is:

1.1.1. the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;

1.1.2. the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

1.1.3. the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and

1.1.4. the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Joint Schedule 1 Definitions

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;

1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

(a) any European Union (EU) regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (EEA) agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

Achieve: in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.

Additional Insurances: insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 Insurance Requirements.

Admin Fee: means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS online.

Affected Party: the Party seeking to claim relief in respect of a Force Majeure Event.

Affiliates: in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.

Annex: extra information which supports a Schedule.

Approval: the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly.

Audit: the Relevant Authority's right to:

1. 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);
1. 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;
2. verify the Open Book Data;
3. verify the Supplier's and each Subcontractor's compliance with the applicable Law;
4. 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;

5. 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;
6. 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;
7. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
8. 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;
9. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or
10. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;

Auditor:

1) the Buyer's internal and external auditors.
1) the Buyer's statutory or regulatory auditors;
2) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
3) HM Treasury or the Cabinet Office;
4) any party formally appointed by the Buyer to carry out audit or similar review functions; and
5) successors or assigns of any of the above;

Authority: CCS and each Buyer.

Authority Cause: any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier.

BACS: the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom.

Beneficiary: a Party having (or claiming to have) the benefit of an indemnity under this Contract.

Buyer: the relevant public sector purchaser identified as such in the Order Form.

Buyer Assets: the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract.

Buyer Authorised Representative: the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form.

Buyer Premises: premises owned, controlled or occupied by the Buyer which are made available for

use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them)

Call-Off Contract: the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form.

Call-Off Contract Period: the Contract Period in respect of the Call-Off Contract.

Call-Off Expiry Date:the scheduled date of the end of a Call-Off Contract as stated in the Order Form.

Call-Off Incorporated Terms: the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form.

Call-Off Initial Period: the Initial Period of a Call-Off Contract specified in the Order Form.

Call-Off Optional Extension Period:such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form.

Call-Off Procedure: the process for awarding a Call-Off Contract pursuant to Clause 2 How the contract works and Framework Schedule 7 Call-Off Award Procedure.

Call-Off Special Terms: any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract.

Call-Off Start Date: the date of start of a Call-Off Contract as stated in the Order Form.

Call-Off Tender: the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 Call-Off Tender.

CCS: the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

CCS Authorised Representative: the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form.

Central Government Body: a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

1) Government Department;
1) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
2) Non-Ministerial Department; or
3) Executive Agency;

Change in Law: any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date.

Change of Control: a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

Charges: the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions.

Claim: any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract.

Commercially Sensitive Information: the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its Intellectual Property Rights (IPR) or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Comparable Supply: the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables.

Compliance Officer: the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.

Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Conflict of Interest: a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS.

Contract: either the Framework Contract or the Call-Off Contract, as the context requires.

Contract Period: the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:

a) applicable Start Date; or

b) the Effective Date

up to and including the applicable End Date;

Contract Value: the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier.

Contract Year: a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof.

Control: control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly.

Controller: has the meaning given to it in the GDPR.

Core Terms: 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.

Costs: the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
   i) base salary paid to the Supplier Staff;
   ii) employer's National Insurance contributions;

iii) pension contributions;
iv) car allowances;
v) any other contractual employment benefits;
vi) staff training;
vii) work place accommodation;
viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
ix) reasonable recruitment costs, as agreed with the Buyer;

b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:
   i) Overhead;
   ii) financing or similar costs;
e) 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;
f) taxation;
g) fines and penalties;
h) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and
i) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

CRTPA: the Contract Rights of Third Parties Act 1999.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

Data Protection Legislation: the GDPR, the LED and any applicable national implementing Laws as amended from time to time

a) the DPA 2018 to the extent that it relates to Processing of personal data and privacy;
a) all applicable Law about the Processing of personal data and privacy

Data Protection Liability Cap: the amount specified in the Framework Award Form

Data Protection Officer: has the meaning given to it in the GDPR.

Data Subject: has the meaning given to it in the GDPR.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Deductions: all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract.

Default: any breach of the obligations of the Supplier (including abandonment of a Contract in breach

of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority.

Default Management Charge: has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 Management Charges and Information.

Delay Payments: the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan.

Deliverables: Goods and/or Services that may be ordered under the Contract including the Documentation.

Delivery: delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either

a) confirmation in writing to the Supplier; or
a) where Call-Off Schedule 13 Implementation Plan and Testing is used issue by the Buyer of a Satisfaction Certificate.

"Deliver" and "Delivered" shall be construed accordingly;

Disclosing Party: the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential).

Dispute: any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

Dispute Resolution Procedure: the dispute resolution procedure set out in Clause 34 Resolving disputes.

Documentation: descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:

1) 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
1) is required by the Supplier in order to provide the Deliverables; and/or
2) has been or shall be generated for the purpose of providing the Deliverables;

DOTAS: the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions.

DPA 2018: the Data Protection Act 2018.

Due Diligence Information: any information supplied to the Supplier by or on behalf of the Authority

prior to the Start Date.

Effective Date: the date on which the final Party has signed the Contract.

EIR: the Environmental Information Regulations 2004.

Electronic Invoice: an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with

a) the European standard and
a) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC.

End Date: the earlier of:

a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or
a) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;

Environmental Policy: to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer.

Equality and Human Rights Commission: the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.

Estimated Year 1 Charges: the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form.

Estimated Yearly Charges: means for the purposes of calculating each Party's annual liability under clause 11.2:

a) in the first Contract Year, the Estimated Year 1 Charges; or
a) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or
b) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;

Exempt Buyer: a public sector purchaser that is:

a) eligible to use the Framework Contract; and
a) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:
    i) the Regulations;
    ii) the Concession Contracts Regulations 2016 (SI 2016/273);
    iii) the Utilities Contracts Regulations 2016 (SI 2016/274);
    iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
    v) the Remedies Directive (2007/66/EC);
    vi) Directive 2014/23/EU of the European Parliament and Council;
    vii) Directive 2014/24/EU of the European Parliament and Council;
    viii) Directive 2014/25/EU of the European Parliament and Council; or

ix) Directive 2009/81/EC of the European Parliament and Council;

Exempt Call-off Contract: the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract.

Exempt Procurement Amendments: any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer.

Existing IPR: any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise).

Exit Day: shall have the meaning in the European Union (Withdrawal) Act 2018.

Expiry Date: the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates).

Extension Period: the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

Force Majeure Event: any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from 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 and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:

a) riots, civil commotion, war or armed conflict;
a) acts of terrorism;
b) acts of a Central Government Body, local government or regulatory bodies;
c) fire, flood, storm or earthquake or other natural disaster,

but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;

Force Majeure Notice: a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

Framework Award Form: the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS.

Framework Contract: the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the Official Journal of the European Union (OJEU) Notice.

Framework Contract Period: the period from the Framework Start Date until the End Date of the Framework Contract.

Framework Expiry Date: the scheduled date of the end of the Framework Contract as stated in the Framework Award Form.

Framework Incorporated Terms: the contractual terms applicable to the Framework Contract specified in the Framework Award Form.

Framework Optional Extension Period: such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form.

Framework Price(s): the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 Framework Prices.

Framework Special Terms: any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract.

Framework Start Date: the date of start of the Framework Contract as stated in the Framework Award Form.

Framework Tender Response: the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 Framework Tender.

Further Competition Procedure: the further competition procedure described in Framework Schedule 7 Call-Off Award Procedure.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

General Anti-Abuse Rule:

a) the legislation in Part 5 of the Finance Act 2013 and; and
a) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

Goods: goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form .

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

Government: the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Government Data: 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:

a) are supplied to the Supplier by or on behalf of the Authority; or
a) the Supplier is required to generate, process, store or transmit pursuant to a Contract;

Guarantor: the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract.

Halifax Abuse Principle: the principle explained in the CJEU Case C-255/02 Halifax and others.

HMRC: Her Majesty's Revenue and Customs.

ICT Policy: the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure.

I**mpact Assessment**: an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

1) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
1) details of the cost of implementing the proposed Variation;
2) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
3) a timetable for the implementation, together with any proposals for the testing of the Variation; and
4) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;

Implementation Plan: the plan for provision of the Deliverables set out in Call-Off Schedule 13 Implementation Plan and Testing where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.

Indemnifier: a Party from whom an indemnity is sought under this Contract

Independent Control: where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly.

Indexation: the adjustment of an amount or sum in accordance with Framework Schedule 3 Framework Prices and the relevant Order Form.

Information: has the meaning given under section 84 of the Freedom of Information Act 2000.

Information Commissioner: the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies.

Initial Period: the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires.

Insolvency Event: with respect to any person, means:

1) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
    (a) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
    (b) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
2) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its

debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

3) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
4) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;
5) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
6) where that person is a company, a LLP or a partnership:
    (a) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
    (b) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
    (c) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
    (d) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
7) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

I**nstallation Works**: all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract.

Intellectual Property Rights or IPR:

- 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;
- 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
- all other rights having equivalent or similar effect in any country or jurisdiction;

Invoicing Address: the address to which the Supplier shall invoice the Buyer as specified in the Order Form.

IPR Claim: any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract.

IR35: the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online.

Joint Controller Agreement: the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);

Joint Controllers: where two or more Controllers jointly determine the purposes and means of Processing.

Key Staff: the individuals (if any) identified as such in the Order Form.

Key Sub-Contract: each Sub-Contract with a Key Subcontractor.

Key Subcontractor: any Subcontractor:

a) nwhich is relied upon to deliver any work package within the Deliverables in their entirety; and/or
a) 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
b) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form.

Know-How: all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date

Law: any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

LED: Law Enforcement Directive (Directive (EU) 2016/680).

Losses: all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly.

Lots: the number of lots specified in Framework Schedule 1 (Specification), if applicable.

Management Charge: the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information).

Management Information or MI: the management information specified in Framework Schedule 5 (Management Charges and Information).

MI Default: means when two (2) MI Reports are not provided in any rolling six (6) month period

MI Failure: means when an MI report:

- contains any material errors or material omissions or a missing mandatory field; or
- is submitted using an incorrect MI reporting Template; or
- is not submitted by the reporting date (including where a declaration of no business should

have been filed).

MI Report: means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information).

MI Reporting Template: means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority.

Milestone: an event or task described in the Implementation Plan.

Milestone Date: the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved.

Month: a calendar month and "Monthly" shall be interpreted accordingly.

National Insurance: contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004).

New IPR: 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

1. 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;
   1. but shall not include the Supplier's Existing IPR;

Occasion of Tax Non–Compliance: where:

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:
   i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
   ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
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;

Open Book Data : 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:

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;
a) operating expenditure relating to the provision of the Deliverables including an analysis showing:
   i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
   ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any

contingency) together with a list of agreed rates against each grade;
iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and
iv) Reimbursable Expenses, if allowed under the Order Form;

b) Overheads;
c) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
d) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
e) 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;
f) 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
g) the actual Costs profile for each Service Period;

Order: means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract.

Order Form: a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract.

Order Form Template: the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

Other Contracting Authority: any actual or potential Buyer under the Framework Contract

Overhead: those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

Parliament: takes its natural meaning as interpreted by Law.

Party: in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits.

Performance Indicators or PIs: the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 Framework Management.

Personal Data: has the meaning given to it in the GDPR.

Personal Data Breach: has the meaning given to it in the GDPR.

Personnel: all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract.

Prescribed Person: a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online.

Processing: has the meaning given to it in the GDPR.

Processor: has the meaning given to it in the GDPR.

Processor Personnel: all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

Progress Meeting: a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative.

Progress Meeting Frequency: the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form.

Progress Report: a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates.

Progress Report Frequency: the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form.

Prohibited Acts:

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:
   i) induce that person to perform improperly a relevant function or activity; or
   ii) reward that person for improper performance of a relevant function or activity;
b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or
c) committing any offence:
   i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
   ii) under legislation or common law concerning fraudulent acts; or
   iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 Cyber Essentials Scheme, if applicable, in the case of the Framework Contract or Call-Off Schedule 9 Security, if applicable, in the case of a Call-Off Contract.

Recall: a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance.

Recipient Party: the Party which receives or obtains directly or indirectly Confidential Information.

Rectification Plan:

1) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:
   1) full details of the Default that has occurred, including a root cause analysis;
   2) the actual or anticipated effect of the Default; and

3) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

Rectification Plan Process: the process set out in Clause 10.3.1 to 10.3.4 Rectification Plan Process.

Regulations: the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires).

Reimbursable Expenses: the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:

- 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
- subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

Relevant Authority: the Authority which is party to the Contract to which a right or obligation is owed, as the context requires.

Relevant Authority's Confidential Information:

1) 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);
   1) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and

information derived from any of the above;

Relevant Requirements: all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010.

Relevant Tax Authority: HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.

Reminder Notice: a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time.

Replacement Deliverables: any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party.

Replacement Subcontractor: a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor).

Replacement Supplier: any third party provider of Replacement Deliverables appointed by or at the

direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer.

Request For Information: a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.

Required Insurances: the insurances required by Joint Schedule 3 Insurance Requirements or any additional insurances specified in the Order Form.

Satisfaction Certificate: the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 Implementation Plan and Testing or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test.

Security Management Plan: the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 Security (if applicable).

Security Policy: the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier.

Self Audit Certificate: means the certificate in the form as set out in Framework Schedule 8 Self Audit Certificate.

Serious Fraud Office: the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.

Service Levels: any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 Service Levels is used in this Contract, are specified in the Annex to Part A of such Schedule).

Service Period: has the meaning given to it in the Order Form.

Services: services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form.

Service Transfer: any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor.

Service Transfer Date: the date of a Service Transfer.

Sites: any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:

- the Deliverables are (or are to be) provided; or
- the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables

SME: an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises.

Special Terms: any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract.

Specific Change in Law: a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date.

Specification: the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form.

Standards: any:

1) 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;
1) standards detailed in the specification in Schedule 1 (Specification);
2) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;
3) relevant Government codes of practice and guidance applicable from time to time;

Start Date: in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form.

Statement of Requirements: a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure.

Storage Media: the part of any device that is capable of storing and retrieving data.

Sub-Contract: any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:

a) provides the Deliverables (or any part of them);
a) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
b) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them)

Subcontractor: any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.

Subprocessor: any third Party appointed to process Personal Data on behalf of that Processor related to a Contract.

Supplier: the person, firm or company identified in the Framework Award Form.

Supplier Assets: all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets.

Supplier Authorised Representative: the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract.

Supplier's Confidential Information:

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;
a) 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;

b) Information derived from any of (a) and (b) above

Supplier's Contract Manage: 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.

Supplier Equipment: 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.

Supplier Marketing Contact: shall be the person identified in the Framework Award Form.

Supplier Non-Performance: where the Supplier has failed to:

1) Achieve a Milestone by its Milestone Date;
1) provide the Goods and/or Services in accordance with the Service Levels ; and/or
2) comply with an obligation under a Contract;

Supplier Profit: 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.

Supplier Profit Margin: 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.

Supplier Staff: 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.

Supporting Documentation: 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.

Termination Notice: a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;

Test Issue: any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract.

Test Plan: a plan:

a) for the Testing of the Deliverables; and
a) setting out other agreed criteria related to the achievement of Milestones;

Tests: any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly.

Third Party IPR: Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables.

Transferring Supplier Employees: those employees of the Supplier and/or the Supplier's

Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date.

Transparency Information: the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for;

1) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; an
1) Commercially Sensitive Information

Transparency Reports: the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 Transparency Reports.

Variation: any change to a Contract.

Variation Form: the form set out in Joint Schedule 2 Variation Form.

Variation Procedure: the procedure set out in Clause 24 Changing the contract.

VAT: value added tax in accordance with the provisions of the Value Added Tax Act 1994.

VCSE: a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

Worker: any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 Tax Arrangements of Public Appointees applies in respect of the Deliverables.

Working Day: any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Work Day: 8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day.

Work Hours: the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Crown
Commercial
Service

Core Terms

11. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

12. How the contract works

12.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

12.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

12.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

12.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

(a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
(b) create new Call-Off Schedules;
(c) exclude optional template Call-Off Schedules; and/or
(d) use Special Terms in the Order Form to add or change terms.

12.5 Each Call-Off Contract:

(a) is a separate Contract from the Framework Contract;
(b) is between a Supplier and a Buyer;
(c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
(d) survives the termination of the Framework Contract.

12.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

12.7 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.

12.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

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

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

12.10 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.

13. What needs to be delivered

13.1 All deliverables

13.1.1 The Supplier must provide Deliverables:

(a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
(b) to a professional standard;
(c) using reasonable skill and care;
(d) using Good Industry Practice;
(e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
(f) on the dates agreed; and
(g) that comply with Law.

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

13.2 Goods clauses

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

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

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

13.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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

13.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

13.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

13.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

13.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

13.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

13.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

13.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

13.3 Services clauses

13.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

13.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

13.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

13.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

13.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

13.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

13.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

14. Pricing and payments

14.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

14.2 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).

14.3 All Charges and the Management Charge:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and
(b) include all costs connected with the Supply of Deliverables.

14.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

14.5 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
(b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
(c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

14.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

14.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

14.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

14.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

14.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

14.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

15. The buyer's obligations to the supplier

15.1 If Supplier Non-Performance arises from an Authority Cause:

(a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
(c) the Supplier is entitled to additional time needed to make the Delivery; and
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

15.2 Clause 5.1 only applies if the Supplier:

(a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
(b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
(c) mitigated the impact of the Authority Cause.

16. Record keeping and reporting

16.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

16.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

(a) during the Contract Period;
(b) for 7 years after the End Date; and
(c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

16.3 The Relevant Authority or an Auditor can Audit the Supplier.

16.4 During an Audit, the Supplier must:

(a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
(b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

16.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

16.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

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

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

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

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

17. Supplier staff

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

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

17.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract,

the Supplier must replace them with a suitably qualified alternative.

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

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

17.5 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.

18. Rights and protection

18.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform each Contract;
(b) each Contract is executed by its authorised representative;
(c) it is a legally valid and existing organisation incorporated in the place it was formed;
(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
(f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
(g) it is not impacted by an Insolvency Event; and
(h) it will comply with each Call-Off Contract.

18.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

18.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

(a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
(b) non-payment by the Supplier of any Tax or National Insurance.

18.4 All claims indemnified under this Contract must use Clause 26.

18.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

18.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

18.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

19. Intellectual Property Rights (IPRs)

19.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

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

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

(a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
(b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

19.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges

that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

20. Ending the contract or any subcontract

20.1 Contract Period

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

20.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

20.2 Ending the contract without a reason

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

20.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

20.3 Rectification plan process

20.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

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

(a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
(b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

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

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

20.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

20.4 When CCS or the buyer can end a contract

20.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) there is a Supplier Insolvency Event;
(b) there is a Default that is not corrected in line with an accepted Rectification Plan;
(c) the Supplier does not provide a Rectification Plan within 10 days of the request;
(d) there is any material Default of the Contract;
(e) there is any material Default of any Joint Controller Agreement relating to any Contract;
(f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
(g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
(i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
(j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

20.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

20.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

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

20.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

20.6 What happens if the contract ends

20.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1,

10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) The Buyer's payment obligations under the terminated Contract stop immediately.
(b) Accumulated rights of the Parties are not affected.
(c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
(d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
(e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
(f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

20.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

20.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

(a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
(b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

20.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

20.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

20.7 Partially ending and suspending the contract

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

20.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to

terminate all or part of it.

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

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

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

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

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

20.8 When subcontracts can be ended

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

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

21. How much you can be held responsible for

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

21.2 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.

21.3 No Party is liable to the other for:

(a) any indirect Losses; or
(b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each

case whether direct or indirect).

21.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by Law;
(d) its obligation to pay the required Management Charge or Default Management Charge.

21.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

21.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

21.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

21.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

(a) Deductions; and
(b) any items specified in Clauses 11.5 or 11.6.

21.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

22. Obeying the law

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

22.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

22.3 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.

23. 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.

24. Data protection

24.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

24.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

24.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

24.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

24.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

24.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
(b) restore the Government Data itself or using a third party.

24.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

24.8 The Supplier:

(a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

(d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
(e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

25. What you must keep confidential

25.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;
(b) except as expressly set out in the Contract at Clauses 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: to In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases: or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
(c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

25.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
(f) on a confidential basis, to its auditors;
(g) on a confidential basis, to its professional advisers on a need-to-know basis; or
(h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

25.3 In spite of Clause Each Party must:, 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.

25.4 In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament; or
(e) under Clauses 4.7 and 16.

25.5 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.

25.6 Transparency Information is not Confidential Information.

25.7 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.

26. When you can share information

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

26.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

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

26.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

27. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid

or enforceable.

28. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

29. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

30. Circumstances beyond your control

30.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

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

30.2 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.

31. 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.

32. 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.

33. Transferring responsibilities

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

33.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

33.3 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.

33.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

33.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

33.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

(a) their name;
(b) the scope of their appointment; and
(c) the duration of their appointment.

34. Changing the contract

34.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

34.2 The Supplier must provide an Impact Assessment either:

(a) with the Variation Form, where the Supplier requests the Variation; or
(b) within the time limits included in a Variation Form requested by CCS or the Buyer.

34.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

(a) agree that the Contract continues without the Variation; or
(b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
(c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

34.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

34.5 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.

34.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation

is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

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

34.7 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.

34.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

35. How to communicate about the contract

35.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

35.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

35.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

35.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

36. Dealing with claims

36.1 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.

36.2 At the Indemnifier's cost the Beneficiary must both:

(a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
(b) give the Indemnifier reasonable assistance with the claim if requested.

36.3 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.

36.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

36.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

36.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

36.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

(a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
(b) the amount the Indemnifier paid the Beneficiary for the Claim.

37. Preventing fraud, bribery and corruption

37.1 The Supplier must not during any Contract Period:

(a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
(b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

37.2 The Supplier must during the Contract Period:

(a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
(b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

37.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

(a) been investigated or prosecuted for an alleged Prohibited Act;

(b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
(c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
(d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

37.4 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.

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

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

38. Equality, diversity and human rights

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

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

38.2 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.

39. Health and safety

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

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

39.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that

relate to the performance of a Contract.

40. Environment

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

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

41. Tax

41.1 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.

41.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

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

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

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

41.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Buyer may, at any time during the Contract Period, request that the Worker provides

information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and

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

42. Conflict of interest

42.1 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.

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

42.3 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.

43. Reporting a breach of the contract

43.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

(a) Law;

(b) Clause 12.1; or

(c) Clauses 27 to 32.

43.2 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.

44. Resolving disputes

44.1 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.

44.2 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.

44.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

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

44.4 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.

44.5 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.

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

45. Which law applies

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

Joint Schedule 11 (Processing Data)

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Status of the Controller

i) The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

1) "Controller" in respect of the other Party who is "Processor";

2) "Processor" in respect of the other Party who is "Controller";

3) "Joint Controller" with the other Party;

4) "Independent Controller" of the Personal Data where there other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

ii) Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

iii) The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

iv) 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:

1) a systematic description of the envisaged Processing and the purpose of the Processing;

2) an assessment of the necessity and proportionality of the Processing in relation to the Services;

3) an assessment of the risks to the rights and freedoms of Data Subjects; and

4) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

v) The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

1) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

2) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, 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:

   (a) nature of the data to be protected;

   (b) harm that might result from a Personal Data Breach;

   (c) state of technological development; and

   (d) cost of implementing any measures;

3) ensure that :

   (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

   (b) 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:

      (i) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);

      (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

      (iii) 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 the Contract; and

      (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

4) 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:

   (a) 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;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) 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

(d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

5) 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.

vi) Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

1) receives a Data Subject Access Request (or purported Data Subject Access Request);

2) receives a request to rectify, block or erase any Personal Data;

3) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

4) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

5) 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

6) becomes aware of a Personal Data Breach.

vii) The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

viii) Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

1) the Controller with full details and copies of the complaint, communication or request;

2) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

3) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

4) assistance as requested by the Controller following any Personal Data Breach; and/or

5) 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.

ix) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

1) the Controller determines that the Processing is not occasional;

2) 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

3) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

x) The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

xi) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

xii) Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

1) notify the Controller in writing of the intended Subprocessor and Processing;

2) obtain the written consent of the Controller;

3) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

4) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

xiii) The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

xiv) The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 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 the Contract).

xv) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

xvi) In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

xvii) With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

xviii) Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

xix) Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

xx) The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

xxi) The Parties shall only provide Personal Data to each other:

1) to the extent necessary to perform their respective obligations under the Contract;

2) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and

3) where it has recorded it in Annex 1 *(Processing Personal Data).*

xxii) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

xxiii) A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

xxiv) Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

1) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

2) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

xxv) Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

1) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

2) implement any measures necessary to restore the security of any compromised Personal Data;

3) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

4) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

xxvi) Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

xxvii) Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

xxviii) Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

(a) The contact details of the Relevant Authority's Data Protection Officer are: Tim.Beale@defra.gov.uk
(b) The contact details of the Supplier's Data Protection Officer are: Ross McLellan
(c) The Processor shall comply with any further written instructions with respect to Processing by the Controller.
(d) Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	[redacted]

	[redacted]
Duration of the Processing	
Nature and purposes of the Processing	

Type of Personal Data	[redacted]
Categories of Data Subject	
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the supplier

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the suppliers privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

1.4.2 **Undertakings of both Parties**

(a) The Supplier and the Relevant Authority each undertake that they shall:

(a) report to the other Party every [x] months on:

(i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

    (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information

    (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

    (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data

Protection Legislation;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

(i) nature of the data to be protected;

(i) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

(i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3**. Data Protection Breach**

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

(A) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(B) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4**. Audit**

4.1 The Supplier shall permit:

1) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

1) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under

Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

1) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

1) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

1) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on

request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

1) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

2) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

1) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

1) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

2) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having

regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

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Call-Off Schedule 4 (Call Off Tender)

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Call-Off Schedule 5 (Pricing Details)

Crown Commercial Service

LOT 5: Eye Care Services - (A) Display Screen Equipment (DSE) Eye Care

Supplier's Name	Duncan and Todd T/A Smart Employee Eyecare

(A) Display Screen Equipment (DSE) Eye Care

Line Reference Number	Description	Estimated Annual Volumes	Unit Price
EC1	DSE Eye Sight Test	[redacted]	
EC2	1 pair of frames fitted with standard CR39 single lenses		
EC3	1 pair of frames fitted with CR39 D28 bifocal lenses		
EC4	1 pair of frames fitted with CR39 progressive lenses		

(A.a) Unused Vouchers for All Services

Line Reference Number	Description	Estimated Annual Volumes	Price per voucher
EC5	Administration charge per unused voucher	[redacted]	

Crown Commercial Service

LOT 5: Eye Care Services - (B) Safety Eye Care Services

Supplier's Name	Duncan and Todd T/A Smart Employee Eyecare

(B.a) Safety Eye Care Services

Line Reference Number	Description	Estimated Annual Volumes inclusive of Eye Sight Test	Unit Price Inclusive Of Eye Sight Test	Estimated Annual Volumes eclusive of Eye Sight Test	Unit Price Exclusive Of Eye Sight Test
EC6	**Safety Spectacles /Eye Shields** Safety Spectacles /Eye Shields fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Single vision lenses	[redacted]			
EC7	**Safety Spectacles /Eye Shields** Safety spectacles/Eye Shields fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Bifocal lenses				
EC8	**Safety Spectacles /Eye Shields** Safety Spectacles/ Eye Shields fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Progressive lenses				
EC9	**Prescription Polarised Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S polarised standards Single lenses				
EC10	**Prescription Polarised Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S polarised standards Bifocal lenses				

EC11	**Prescription Polarised Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S polarised standards Progressive lenses	[redacted]
EC12	**Prescription Sunglasses** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S standards ABS G15 Tint or other standard tint colour as required Single lenses	[redacted]
EC13	**Prescription Sunglasses** 1 pair of fitted glasses to any available prescription To conform to CR39 and BSEN 166 1S standards ABS G15 Tint or other standard tint colour as required Bifocal lenses	[redacted]
EC14	**Prescription Sunglasses** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S standards ABS G15 Tint or other standard tint colour as required	[redacted]
EC15	**Prescription Reaction Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Photochromic lenses brown or grey Single lenses	[redacted]
EC16	**Prescription Reaction Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Photochromic lenses brown or grey Bifocal lenses	[redacted]
EC17	**Prescription Reaction Spectacles** 1 pair of glasses fitted to any available prescription To conform to CR39 and BSEN 166 1S standards Photochromic lenses brown or grey Progressive lenses	[redacted]
EC18	**Occupational Lenses** 1 pair of glasses to any available prescription To meet CR39 and BSEN 166 1S	[redacted]

(B.b) Safety Eye Care Services			
Line Reference	Description	Estimated Annual Volumes	Unit Price
EC19	Additional Charge if safety lenses upgraded to BSEN 166 1F standard - Polycarbonate Lenses	[redacted]	
EC20	Additional Charge if safety lenses upgraded to BSEN 166 1F standard - Toughened Glass		

(B.c) Safety Eye Care Services			
Line Reference	Description	Estimated Annual Volumes	Unit Price
EC21	**Colour Vision Test** City University or Ishihara Colour test and colour vision test report	[redacted]	
EC22	**Fitness for Task Eye Test** Fitness for Task eye test and test report (including Driver Medical)		
EC23	**Dispensing Fee** Where third party frames are provided separately and Supplier carries out measurements, fitting and dispensing (lenses into frames)		

Crown Commercial Service

LOT 5: Eye Care Services - (C) Mobile Services

Suppliers Name	Duncan and Todd T/A Smart Employee Eyecare

(C) Mobile Services				
Line Reference Number	Description	Estimated Annual Volumes	Day Rate for Optician (prorated as used)	Day Rate for Administrator (prorated as used)
EC24	Attendance with mobile unit (or to on site facilities), Includes required equipment to undertake multiple eye tests and dispensing services	[redacted]		

Crown Commercial Service

LOT 5: Eye Care Services - (D) Blended Price For Eye

Supplier's Name	Duncan and Todd T/A Smart Employee Eyecare

(D) Blended Price For Eye Wear					
Line Reference Number	Description	Estimated Annual Volumes inclusive of Eye Sight Test	Unit Price Inclusive Of Eye Sight Test	Estimated Annual Volumes exclusive of Eye Sight Test	Unit Price Exclusive Of Eye Sight Test
EC25	**DSE** 1 pair of frames Single vision, bifocal or progressive lenses CR39 lenses **NOTE: One price which includes any lens requirement**	[redacted]			
EC26	**Safety Spectacles /Eye Shields** Safety Spectacles / Eye Shields to any available prescription To meet CR39 and BSEN 166 1S standards Single, Bifocal or Progressive lenses All dispensing services **NOTE: One price which includes any lens requirement**				
EC27	**Prescription Sunglasses** 1 pair of glasses to any available prescription CR39 and BSEN 166 1S standards ABS G15 Tint or other standard tint colour as required Single, bifocal or progressive lenses All dispensing services **NOTE: One price which includes any lens requirement**				
EC28	**Prescription Reaction Spectacles** 1 pair of glasses to any available prescription To meet CR39 and BSEN 166 1S standards Photochromic lenses brown or grey Single, Bifocal or Progressive lenses All dispensing services **NOTE: One price which includes any lens requirement**				
EC29	**Occupational Lenses** **1 pair of glasses to any available prescription** **To meet CR39 and BSEN 166 1S standards.** **All dispensing services** **NOTE: One price which includes any lens requirement**				
EC30	**Prescription Lens Inserts** Single, bifocal or progressive lenses to any available prescription To meet CR39 and BSEN 166 1S standards Single, bifocal or progressive lenses All dispensing services to be fitted to equipment				

Crown Commercial Service

LOT 5: Eye Care Services - (E) Additional Services for Purchase by Buyers'

Supplier's Name	Duncan and Todd T/A Smart Employee Eyecare

(E) Additional Services for Purchase by Buyers' Personnel		
Line Reference Number	**Display Screen Equipment Eye Wear Discounts**	**Percentage Discount %**
EC31	Discount on retail price of frames and lenses purchased by Contracting Authorities Personnel separate to contracted Services	[redacted]
EC32	Discount on retail price of frames purchased by Contracting Authorities Personnel separate to contracted Services	
EC33	Discount on retail price of lenses purchased by Contracting Authorities Personnel separate to contracted Services	

Total Basket Price (%) for (E) Additional Services

Call-Off Schedule 12 (Clustering)

- **When you should use this Schedule**

o This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

- **Definitions**

o **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

- **Cluster Members benefits under the Contract**

o The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.

o The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.

o Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.

o Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.

o The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.

o The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:

  - the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
  - any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
  - the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

- Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
  - Services will be provided by the Supplier to each Cluster Member and Buyer separately;
  - the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
  - the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
  - the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
  - the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
  - the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
  - such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Defra	Lot 5 Eyecare	3 + 1 + 1	n/a
Animal and Plant Health Agency	Lot 5 Eyecare	3 + 1 + 1	n/a
Environment Agency	Lot 5 Eyecare	3 + 1 + 1	n/a
Marine Management Organisation	Lot 5 Eyecare	3 + 1 + 1	n/a
Natural England	Lot 5 Eyecare	3 + 1 + 1	n/a
Royal Botanic Gardens Kew	Lot 5 Eyecare	3 + 1 + 1	n/a
Veterinary Medicine Directorate	Lot 5 Eyecare	3 + 1 + 1	n/a
Office for Environment Protection (OEP)	Lot 5 Eyecare	3 + 1 + 1	n/a

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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

[redacted]