

Contract for the Provision of Digital Discovery Call-Off Services

Date: August 2016

DigitalOutcomes and Specialist Framework Agreement

Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

Part A- Order Form

Part B - The Schedules Schedule 1 -

Requirements Schedule 2-

Supplier's response

Schedule 3- Statement of Work (SOW). including pricing arrangements

Schedule 4- Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

Schedule 8 - Deed of guarantee

Part C – Terms and conditions as at www.gov.uk

1. Contract start date, length and methodology
2. Supplier Statement
3. Swap-out
4. Staffvetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
- II. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure

15. Buyer Data

16. Document and source code management repository

17. Records and audit access

18. Freedom of Information (FOI) requests

19. Standards and quality

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21. Incorporation of terms

22. Managing disputes

23. Termination

24. Consequences of termination

25. Supplier's status

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29. Changes to Services

30. Contract changes

31. Force Majeure

32. Entire agreement

33. Liability

34. Waiver and cumulative remedies

35. Fraud

36. Prevention of bribery and corruption

37. Legislative change

38. Publicity, branding, media and official enquiries

39. Non Discrimination

40. Premises

41. Equipment

42. Law and jurisdiction

43. Defined Terms

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

The Order Form (Part A) and Schedules (Part B) are set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

General Information

Buyer: Care Quality Commission (CQC)

Supplier: Redrock Consulting Ltd

Call-Off Contract/Project Ref: CQC PSO 092

Call-Off Contract title: Digital Discovery Call-Off Services

Call-Off Contract description: The Contract is for the provision of Digital Discovery services and support. The Supplier will be required to provide a service and specialists in User Research and Business Analysis (suggested resource) on a call-off basis, to work with the internal CQC Digital Development team in delivering a programme of discovery work aligned to the Digital by Default service standard. The programme of work will consist of individual, short discovery projects with defined deliverables.

Call-Off Contract period

Start date: 31st August 2016

End date: 31st March 2017

Call-Off Contract extension option: Not applicable for this Agreement

Call-Off Contract value

Charging method: Fixed-price with monthly payment in arrears for days worked.

Notice period for termination for convenience: The Buyer may terminate the agreement by providing 30 days written notice to the Supplier.

Purchase order No: To be confirmed once Contract live and Purchase Order raised.

Initial Statement of Works (SOW) SOW package: Please see Schedule 3 for SOW

Order Form Details

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

Project reference: CQC PSO 092

Buyer reference: CQC PSO 092

Order date:

31st August 2016

Purchase order Number:

To be confirmed once Contract live and Purchase Order raised.

From: the Buyer

Buyer's name: the Care Quality Commission (CQC)

Buyer's address:

Care Quality Commission,
151 Buckingham Palace Road,
London,
SW1W9SW

To: the Supplier

Supplier's name: Redrock Consulting Ltd

Supplier phone: 0117 970 6475

Supplier's address:

Pembroke House
15 Pembroke Road
Bristol
BS8 3BA
UK

Company number: 05415757

Together: the uParties"

Principle contact details

For the Buyer:

Name: Simon Meredith

Title: Head of Digital Development

Email: simon.meredith@cqc.org.uk

For the Supplier:

Name: Ben Curnock

Title: Director

Email: Ben.Curnock@redrockconsulting.co.uk

Phone: 01173 171 306

Call Off Contract term

Start date: 31st August 2016

End date: 31st March 2017

Buyer contractual requirements

Overview of the Work Required: The Buyer requires a Supplier who can provide a service and specialists in user research and business analysis, to work with the internal CQC Digital Development team in delivering a programme of discovery work aligned to the Digital by Default service standard. The programme of work will consist of individual short discovery projects with defined deliverables. This Contract will fulfil Digital Discovery work over Financial Year 16/17. Full detail of the services required by the Buyer is provided in Schedule 3.

Location: Care Quality Commission, 151 Buckingham Palace Road, London, SW1W 9SZ

Staff vetting procedures: The level of clearance for this requirement is that Suppliers may be required to undergo and comply with Baseline Security procedures.

Limit on supplier's liability: £1,000,000

Supplier's information

Commercially sensitive information: Supplier confirmed no Commercially Sensitive information.

Subcontractors / Partners: Not applicable for this Contract

Call-Off Contract Charges and payment

The method of payment for the Call-Off Contract Charges (GPC or BACS): Payment will be made monthly in arrears pro-rata based on number of days worked.

Who and where to send invoices to: Care Quality Commission, T70 Payables F175, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE.

Invoice information required: PO Number, Contract Title and Reference, Invoice Amount, Date.

Invoice frequency: invoices will be generated monthly and payment will be made in arrears.

Call-Off Contract value: Based on current forecasted Discovery programme of work and day support required as defined in Schedule 3 'Statement of Works' the estimated value of this Contract is £172,650 (ex VAT). The maximum possible value of this call-off Contract is £177,000 as defined in the Digital Outcome Specialists advertisement.

Call-Off Contract Charges:

As per Supplier's response, the maximum day rates for User Researcher and Business Analyst support are:

£620 per day for grade SFIA Level 4 User Researcher

£650 per day for grade SFIA Level 5 User Researcher
£620 per day for grade SFIA Level 4 Business Analyst
£650 per day for grade SFIA Level 5 Business Analyst

Based on current days proposed in the Statement of Works the Supplier has confirmed an estimated Contract value of £172,650 (ex VAT) and has confirmed this as the total price to deliver the current defined service and outcomes.

Pricing is inclusive of all expenses whilst on site at the Buyer offices in London but are exclusive of any expenses for attendance at other sites, if required. No allowance has been made for annual/sick leave within the specified pricing.

The Supplier has detailed it may be possible to secure services at a lower cost of resource, on a case by case basis in written agreement with the Buyer. Any changes to individual rates are to be reflected via a Contract Amendment to this agreement.

Additional Buyer Terms

The Supplier will provide to the Buyer a detailed overview of the specialists it believes will be required to deliver the outcomes stipulated in the Statement of Works. All individual Supplier specialists will be required to attend an onsite assessment to confirm suitability. The Supplier will be expected to pay all expenses apart for any travel for work occurring outside of Greater London. This will be paid for by the Buyer as well as reasonable accommodation subject to approval. Call off will be via issued statement of works and resources will be required on site within two weeks of call off. The Buyer will have the right to terminate any individual supplied specialist with zero length termination within the first two weeks of that Specialist's engagement and then provide two weeks written notice thereafter for the remainder of the Specialist's engagement.

Warranties, representations and acceptance criteria

The Supplier warrants and undertakes to the Buyer that:

- Supplier staff will comply with the Buyer's Security policy as required.
- The Supplier understands that Supplier will propose staff to fulfil the service and deliverables required from the Buyer via a call-off model.

Clause

Minimum number of days held within the Call-Off Contract

6 Warranties, representations and acceptance criteria

Remains Ninety (90) Days from date of Buyer acceptance of release

22 Managing Disputes

Remains various shown within the Call-Off Contract terms

23 Termination

Remains Fifteen (15) consecutive Calendar Days

28 Help at retendering and handover to replacement supplier

Remains Ten (10) Working days

30 Contract Changes

Remains Five (5) Working Days

31 Force Majeure

Remains Fifteen (15) consecutive Calendar Days

33 Liability

Remains various shown within the Call-Off Contract terms

Formation of Contract

- By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

- The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

- In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").

- The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

Supplier: Redrock Consulting Ltd

Buyer: Care Quality Commission

Name: Darren Chapman

Name: Tracey Forester

Title: Director

Title: Director of Customer
Support Services

Signature: *Darren Chapman*

Signature: *Tracey Forester*

Date: 26/08/2016

Date: 31 August 2016

Part B - The Schedules

Schedule 1 – Buyer Requirements

This Schedule provides full detail of the services required by the Buyer as advertised on the Digital Outcome Specialists (DOS) Framework:

OVERVIEW:

1. Summary of the Work: The Buyer requires a Supplier who can provide a service and specialists in user research and business analysis, to work with the internal CQC Digital Development team in delivering a programme of discovery work aligned to the Digital by Default service standard. The programme of work will consist of individual, short discovery projects with defined deliverables. This Contract will fulfil Digital Discovery work over Financial Year 16/17.
2. Expected Contract Length: 7 Months (Up to 31st March 2017).
3. Region: London
4. Organisation the Work is for: Care Quality Commission (CQC)
5. Budget Range: It is anticipated that budget will be from £0-£177k maximum, exact amount will be dependent on required work during the financial year- Call off contract for resource as required but initial estimated at 270 days to March 2017. Each separate piece of work will be for a specific duration and it is envisaged that resources provided will be categorised as SIFA level 4 or 5.

ABOUT THE WORK:

6. Why the work is being done: The Buyer is launching a series of discoveries to modernise its service offer to three different customer groups: health and care providers, the public, and CQC staff. The aim of the discoveries is to identify user groups and their needs, understand technical/policy constraints, and to prepare business cases for creating efficiencies through digitisation of services.
7. Problem to be solved by the Supplier: An experienced supplier to provide a service in order to deliver discovery work planned for the year which covers the following main problems and areas; For health and care providers, pre-discovery work identified a need for them to transact with CQC online and in a simpler way than the Commission is currently offering. Regarding the general public, CQC receives feedback on good/bad care experience from service users, employees of services, or 3rd parties acting on behalf of the public. Also under consideration is search, display of inspection reports and URL structure. For the CQC staff, the intranet does not meet all user needs, and we need to migrate from a Sharepoint-based solution.

8. Who the users are and what they need to do: As a health/care provider, I need to transact with CQC in a simple and efficient way, so that I can comply with regulations and operate in the market. As a member of the public, I want to find inspection reports and ratings, so that I can be better informed about which provider to choose. I need to inform CQC about my good or bad care experience, so that I can help providers improve. As a CQC member of staff, I need to know internal processes, find guidance and carry out internal transactions, so that I can comply with CQC policies.
9. Any work that has already been done: Pre-Discovery work covering all three audiences of healthcare providers, public and internal staff, to identify high level user needs, and seek alignment with business objectives. Pre-discovery work will be shared with the successful supplier
10. Existing Buyer Team: A Digital Development and web content teams. A CQC product manager will be assigned as lead for each discovery project and will work with the Supplier in meeting the deliverables.
11. Current Phase: Discovery

WORK SETUP:

12. Address Where the work will take place: 151 Buckingham Palace Road, London, SW1W 9SZ
13. Working Arrangements: Suppliers staff will be expected to work from CQC's London office Monday to Friday during CQC standard working hours and be embedded in internal teams delivering the discovery work. Some travel across England to conduct research will be required.
14. Security Clearance: Baseline Security

ADDITIONAL INFORMATION:

Additional Terms and Conditions: The Supplier will provide to the Buyer a detailed overview of the specialists it believes will be required to deliver the outcomes. All individual Supplier specialists will be required to attend an onsite assessment to confirm suitability. The Supplier will be expected to pay all expenses apart for any travel for work occurring outside of Greater London. This will be paid for by the Buyer as well as reasonable accommodation subject to approval. Call off will be via issued statement of works and resources will be required on site within two weeks of call off. The Buyer will have the right to terminate any individual supplied specialist with zero length termination within the first two weeks of that Specialist's engagement and then provide two weeks written notice thereafter for the remainder of the Specialist's engagement.

- 15.To allow suppliers to submit an estimated price for the call-off requirement, please see the following indicative break-down of work to be undertaken over the remainder of FY16/17:
- a. Name of the project: - Health and care providers' transactions with CQC
Suggested Resource/ Candidate:- User researcher (0.5 FTE- SIFA 5),
Business Analyst (1 FTE- SIFA 5) Indicative Dates:- 15 August- 23
September
 - b. Name of Project 2: Members of the public telling CQC about their
experiences of care. Suggested Resource/ Candidate: User researcher (0.5
FTE- SIFA 5) Business Analyst (1 FTE- SIFA 4) Indicative Dates: 15
August to 23 September.
 - c. Name of Project 3: Public and provider needs from inspection reports
Suggested Resource/ Candidate: User Researcher (1 FTE- SIFA 5)
Business analyst (1 FTE- SIFA 4) Indicative Dates: 26 September- 4
November.
 - d. Name of the Project 4: New CQC Intranet Suggested Resource/ Candidate:
User Researcher (1 FTE- SIFA 4) Indicative Dates: 26 September- 4
November
 - e. Name of Project 5: Information and content needs of CQC website users
(search functionality). Suggested Resource/ Candidate: User Researcher (1
FTE- SIFA 5) Business analyst (1 FTE- SIFA 4) Indicative Dates: 7
November - 16 December.
 - f. Name of Project 6: URL Structure Suggested Resource/ Candidate: User
Researcher (1 FTE- SIFA 4) Business analyst (1 FTE- SIFA 4) Indicative
Dates: 9 January 2017- 17 February 2017.
 - g. Name of Project 7: To be confirmed Suggested Resource/ Candidate: User
Researcher (1 FTE- SIFA 4) Business analyst (1 FTE- SIFA 4) Indicative
Dates: 20 February- 31 March
- 16.Suppliers are requested to submit a total maximum price for the lifetime of the Contract (August 2016- 31 March 2017) based on the anticipated projects, resource and deliverables stipulated. Suppliers must also provide individual day rates for each proposed member of staff and this will form the basis of the call-off. Suppliers should note that the Project list detailed in Point 16 of Schedule 1 is indicative and subject to change and will be finalized in the Statement of Works. The final amount charged over the life-cycle of the Contract will depend on the total number of days spent per individual per project.
17. Approximately two weeks prior to the commencement of each project, the Buyer will inform the successful Supplier in writing of full details of the upcoming project issued within the Statement of Works (Schedule 3). Suppliers

will be required to put forward via email a suitable candidate within 5 days of receipt of this and an initial interview with the proposed candidate will take place with the CQC Digital Development Team at Buckingham Palace Road prior to project commencement. If the Buyer has concerns following the interview the Supplier will have a further week to propose a replacement at the same day rate specified for the resource level.

18. It is anticipated that each Project will have the following high-level deliverables and outcomes which Suppliers are expected to achieve (Project level deliverables will be provided in Schedule 3 of this Agreement):

- a. The completion of a Project Report will be required where the Supplier's proposed staff will be expected to contribute in conjunction with the CQC Digital Development Team.
- b. Assessment of user journeys and needs.
- c. Qualitative and Quantitative analysis of current digital performance in those areas
- d. Insight provided on assisted digital requirements and proposed areas for prototyping and testing.

SKILLS AND EXPERIENCE:

19. Evaluation Criteria:

Supplier responses will be evaluated using the following Criteria:

(Buyer's will use the essential and nice-to-have skills and experience to help them evaluate suppliers' technical competence)

<p>Essential skills and experience (Shortlisting Evaluation)</p>	<ul style="list-style-type: none"> • Must be able to confirm they can deploy people on site for lifetime of the project (yes/no)- 2.5% • Confirm they can provide people on-site within 2 weeks of request by the Authority following successful completion of an interview (yes/no)- 2.5% • Be able to confirm SIFA Level 4 and 5 resource can be provided for Business Analysts and User Researchers (yes/no)- 2.5%
<p>Nice-to-have skills and experience (Shortlisting Evaluation)</p>	<ul style="list-style-type: none"> • Confirm they will contribute to building an effective multidisciplinary team (yes/no)- 2.5% • Confirm they have procedures in place for dealing with poor performance of provided resources and ensure he client is receiving the expected outcome (yes/no)- 2.5%
<p>Proposal criteria</p>	<ul style="list-style-type: none"> • Supplier's demonstrates experience and knowledge of delivering user researchers with a mix of substantial hands on experience and/or degree in the relevant field . (10%) • Demonstrate the supplier can supply specialists that meet the following criteria https://www.gov.uk/service-manual/the-team/recruitment/Userresearcher-generic.odt (5%)

	<ul style="list-style-type: none"> • The supplier's experience and knowledge of delivering business analysts with a mix of substantial hands on experience and/or degree in relevant field combined with experience. (10%) • Demonstrate that the supplier can supply specialists that meet the following criteria https://www.gov.uk/service-manual/the-team/recruitment/Businessanalyst-generic.odt (5%) • Demonstrate how the supplier will ensure resource can be deployed on site within two weeks of statement of work being issued (anticipated first start date of middle of August) (17.5%)
Cultural fit criteria	<ul style="list-style-type: none"> • Flexibility of suppliers ability to respond to the authorities requests- 10%

20.Evaluation Weighting:

- Technical Competence: 60%
- Cultural Fit: 10%
- Price: 30%

21.Assessment Methods :

- Written Proposal
- Case Study

Schedule 2 - Supplier's response

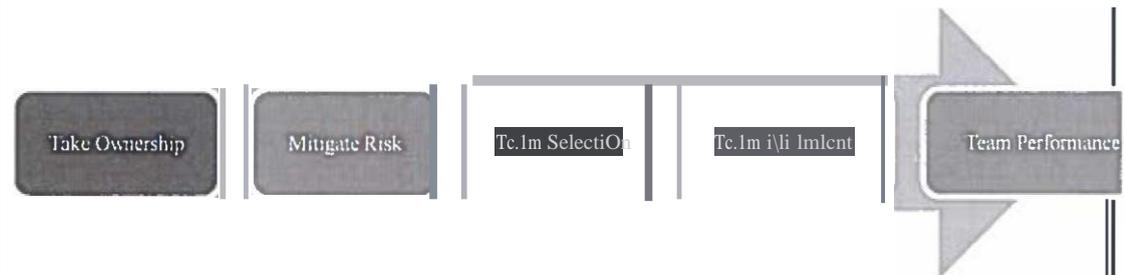
1. Written Proposal

(Herein for the remainder of this Schedule 2- all references to CQC refers to 'the Buyer' and Redrock refers to 'the Supplier')

Date	3rd August 2016
Name of requirements	DOS Digital Discovery Call-Off-Re-advertisement
Supplier name	Redrock Consulting Ltd
<p>Section 1- The following section will be assessed against the ProposalCriteria stipulated in the advertised requirements as follows (47.5% :-</p> <ul style="list-style-type: none"> Supplier's demonstrates experience and knowledge of delivering user researchers with a mix of substantial hands on experience and/or degree in the relevant field. (10%) Demonstrate the supplier can supply specialists that meet the following criteria https://www.gov.uk/service-manual/the-team/recruitment/Userresearcher-generic.odt (5%) The supplier's experience and knowledge of delivering business analysts with a mix of substantial hands on experience and/or degree in relevant field combined with experience. (10%) Demonstrate that the supplier can supply specialists that meet the following criteria https://www.gov.uk/service-manual/the-team/recruitment/Businessanalyst-generic.odt (5%) Demonstrate how the supplier will ensure resource can be deployed on site within two weeks of statement of work being issued (anticipated first start date of middle of August) (17.5%) <p>Essential and Nice-to-have criteria was evaluated as part of the shortlisting exercise.</p> <p>Maximum 2000 words across this Section 1 including drawings, graphs and any attachments. If word limit is exceeded Suppliers may be disqualified.</p>	
Summary	Provide a summary of the issue or problem and your proposal.
	<p>CQC is seeking to modernise its service offering and has identified needs in the following three groups:</p> <ul style="list-style-type: none"> Health and care providers - to transact with CQC online and in a simpler, more efficient way than currently possible. The public- to more easily search for and access inspection reports and to allow them to inform CQC about their care experiences. CQC staff-improving and re-platforming the intranet, which covers internal processes/transactions and guidance. <p>CQC has already undertaken pre-Discovery work with each group and now needs the support of a supplier who can provide user research and business analysis specialists to work with their internal Digital team on Discovery projects.</p> <p>Importantly, CQC wants to engage a supplier who:</p> <ul style="list-style-type: none"> Is experienced in delivering specialists with a mix of substantial hands-on experience and/or degree in relevant field combined with experience Can deploy specialists at CQC's offices in London Can deploy specialists rapidly, within two weeks of a Statement of Work being issued Will manage the engagement, addressing any issues that may arise Can offer specialists within CQC's daily rate ceiling. <p>Our proposal meets all the above requirements fully, delivering exceptional quality in a highly</p>

	<p>cost effective way.</p> <p>Redrock has a successful and enviable track record of deploying specialist user researchers, business analyst and other IT resources on customer sites across the UK, consistently meeting the most demanding customer deployment targets. In addition, Redrock has been working across government on digital projects since being awarded the first ever project on the Digital Services 1 framework.</p> <p>We bring to this engagement:</p> <ul style="list-style-type: none"> - Proven ability to deploy specialists full time onsite in London (including to other organisations in CQC's building) - Proven experience of delivering experienced user researchers and business analysts for government projects - Large pool of highly experienced specialists to call upon together with rapid access to the wider contractor marketplace - Proven ability to rapidly deploy specialists using our dedicated resourcing team - An effective management framework ensuring that our service to CQC delivers the outcomes you require - A Managed Service that offers excellent value for money by using only experienced specialists, with no junior resources and no off-charge bench of resources to maintain.
Proposal	<p>Say how you'll meet the buyer's requirements. Include how the approach or solution meets the buyer's organisation or policy goal and user needs. This should cover what you'll build or deliver and how it will continue to be managed.</p>
	<p>Redrock will meet CQC's requirements by providing a managed service for its FY16/17 Discovery programme that will deliver experienced, high quality specialists to work in CQC teams, at CQC's offices, to the timescales set by CQC.</p> <p>We believe our proposal will give CQC confidence we can provide a service that will deliver real user insight, identify opportunities for digital improvement and provide clear business cases to provide CQC with the foundation for modernising its service offerings to health and care providers, the public, and its staff.</p> <p>The following sections explain what we will deliver and how we will manage the engagement in detail.</p>
Proposed approach	<p>Describe the approach or methodology you'll take to meet the buyer's requirements. Include how you'll manage the work and maintain quality.</p>
	<p>Redrock Managed Service engagements are underpinned by the same core values of Ownership, Partnership and Quality.</p> <p>Ownership</p> <p>From the outset our Technical Director (TD) will engage with CQC to review, and ensure we fully understand the programme's desired outcomes and plans. From these we establish Redrock objectives to ensure we play an integral part in the success of the programme. Our exit strategy is captured, so we can seamlessly transfer skills and knowledge to CQC as required. To ensure that we remain aligned with CQC's goals the TD will remain engaged throughout the programme and will regularly review the latest information and adjust the Redrock objectives as necessary.</p> <p>The TD will regularly clarify the resource profile, both in terms of desired start/end dates and skills. The TD will own the resource plan within Redrock detailing when and what skills are</p>

required to fulfil our commitment to CQC.



We take ownership of our objectives, including proactive management of any risks that may affect our ability to successfully deliver

By careful selection of highly skilled individuals we will build a balanced, cohesive team to successfully deliver our objectives. The TO will manage the team to ensure that each team member understands their role, performing to a high level and that the team remains optimised and aligned with the service and programme goals. The TO will proactively seek feedback, from both CQC and other team members, in order to monitor the performance of each specialist taking action to remedy any underperformance.

By remaining engaged throughout the programme the TO will seek to identify any risks, issues or improvements. The TO will resolve the item where it can be resolved without CQC intervention: otherwise, in an open and honest relationship, the TO will bring these to the attention of CQC for timely resolution.

Partnership

Redrock's culture is founded on working collaboratively within blended teams in order to achieve the programme goals. We prefer to work in co-located teams as we believe it encourages effective communication and collaboration and all of our specialists have worked in this way on multiple projects typically in agile teams. As well as being experienced agile practitioners, our team will bring experience of working successfully to the Digital by Default standard.

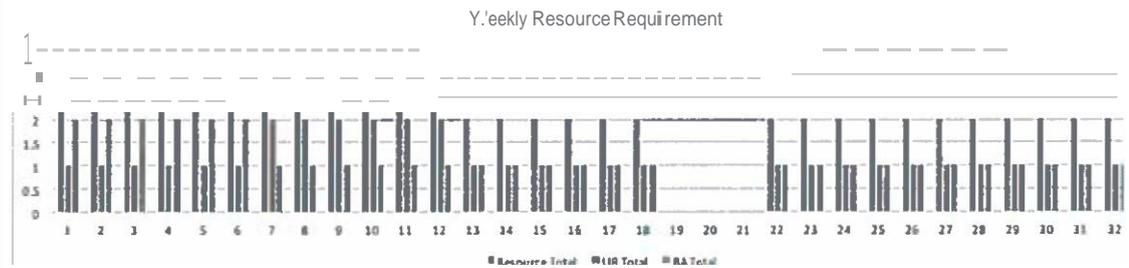
Quality

When you engage with Redrock you get a tailor-made team that will meet your exacting requirements. As outlined above, the TO will remain engaged in order to understand the exact requirements for each team member and the required availability dates in order to maintain a resourcing plan.

The proposed 2 week notice for each resource is more than sufficient to identify the required staff. Redrock will provide CQC with the details of proposed specialists within a week and they will be available for interview at short notice. If, for any reason, the specialist is unsuitable then the TO will work with CQC to understand the reasons and to ensure this is taken into account for future searches. The TO will immediately instigate a further search to identify a suitable candidate with the aim of reducing the search time to a couple of days.

In the event that a 2 week notice period cannot be given by CQC, for whatever reason, then Redrock is confident that we will be able to identify high quality resources within 3 working days with an imminent interview. In exceptional circumstances we anticipate providing candidate profiles within 1 working day.

	<p>The TO will work closely with CQC to identify potential re-deployment of resources as they become available, in order to reduce any familiarisation time and thereby maximise efficiency.</p> <p>For new resources the TO will liaise with the Redrock resourcing team to ensure high quality resources are identified for the required timescales. Redrock has invested significant expense over a long period to build a tried and trusted pool of associates. We will use a mix of associates and resources from the broader market to identify the best match available for CQC's needs, based on the skills profile for each individual team member. During programme delivery, our team will adopt the methodologies and tools that have been selected by CQC. However, as part of the continuous improvement process we use our combined experience to propose alternative tools/approaches to fill gaps or on more efficient methods of working. We will not adopt any changes until and unless authorised by CQC - you retain control.</p> <p>At all times we will be open, honest and committed to the success of the programme. A key factor for us is when you feel you have a partner you can trust.</p> 
<p>Technical solution</p>	<p>Describe the specific technical approach or solution you're proposing.</p>
	<p>Redrock's technical approach for Discovery uses established techniques including:</p> <ul style="list-style-type: none"> Interviews and workshops White-boarding Simple mock-ups Paper prototypes. <p>We'll use CQC templates for documents such as business cases where available, otherwise we can provide templates.</p>
<p>Team structure</p>	<p>Describe the team who'll be doing the work and how they'll work together. List the roles, their responsibilities and the number of people you need in each role for each stage of the work.</p>
	<p>CQC's plans require Redrock to provide a user researcher/business analyst team for each Discovery project apart from one which requires a user researcher only. The planned resource profile across all projects is illustrated below:</p>



Importantly, the Redrock teams will be embedded in internal teams under the lead of a CQC Product Manager, delivering Discovery work aligned to the Digital by Default service standard.

Redrock's business model is founded on deploying its specialists full-time onsite to promote communication and collaboration. We only deploy experienced user researchers and business analysts with substantial hands-on experience of working successfully onsite in customer teams.

CQC's current plans require two roles only at SFIA Levels 4 and 5:

1. User Researcher
2. Business Analyst

Their general responsibilities will be as per GDS guidance

<https://www.gov.uk/service-manual/the-team/recruitment/Userresearcher-generic.odt>

<https://www.gov.uk/service-manual/the-team/recruitment/Businessanalyst-generic.odt>

Specifically, these responsibilities include:

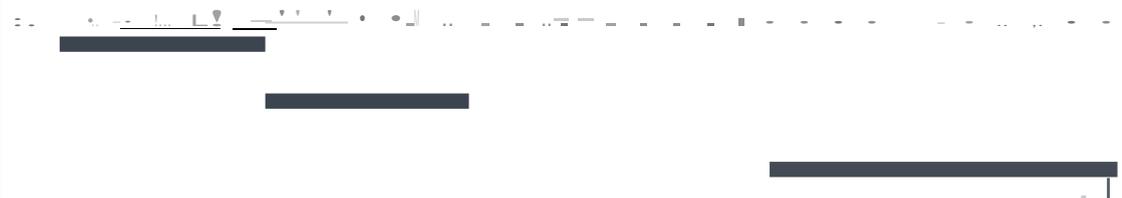
- Build on pre-Discovery work already done
- Understand technical/policy constraints
- Identify user groups, assess user journeys and needs, including assisted digital needs
- Analyse current digital performance and opportunities for improvement
- Identify areas for prototyping/testing
- Prepare business cases for any digitisation or improvements, including Alpha plans
- Support the CQC team in completing Project Reports.

Estimated timeframes for the work

Say when you can deliver the work referring directly to the Break down the work into phases and say when each phase will be done.

Redrock has reviewed the timeframes for the projects outlined by CQC in the DOS Q&As. Redrock is confident it can resource the projects to the planned work breakdown with the resourcing profile to be met being modest at only 3 resources at peak periods.

The work plan is shown below:



Redrock believes the timescales to be reasonable for a Discovery phase and commits to working closely with CQC to scope the work to fit within each time-boxed project.

	<p>We recognise the benefit of reusing resources across projects, where possible, to minimise any familiarisation and improve efficiency.</p> <p>Redrock appreciates that a customer may not be able to start a project when planned for many reasons. Should this occur we will be flexible and our TO will work with CQC to accommodate any change in planned timescales and resource requirements. Our approach to this engagement will ensure that we work closely with CQC to manage any such changes effectively and seamlessly.</p>
<p>Risks and dependencies</p>	<p>Describe any risks and dependencies and how you'll manage them.</p>
	<p>Unsuitable Resources If, for whatever reason the resource(s) provided are unsuitable, a project may be delayed and effort wasted while resources are switched.</p> <p>Owner: Redrock TO Mitigation: To minimise the risk of selecting an unsuitable candidate, the role specifications will be used as the basis for identifying specialist resources. Where appropriate we will reuse resources who have proven their capability on other projects. As Redrock only uses experienced associates with proven track records, fewer performance or cultural issues occur. However, Redrock is not complacent and the TO will be proactive in monitoring our resources so that any issues are identified and resolved early.</p> <p>Resources Not Provided in Time CQC has a 2-week deadline from the issue of a SOW to resources being deployed on site. If this is not met, a project may be delayed.</p> <p>Owner: Redrock TO Mitigation: CQC has partially mitigated this risk by publishing its planned timescales for each project and the TO will engage with CQC to ensure any changes to these plans are understood. Early visibility of resource requirements will enable provisional resource searches in advance of SOWs being issued. Furthermore, Redrock is frequently asked to provide resources to more exacting timescales, with 72 hours being typical (on occasions within 24 hours). As we consistently meet these shorter timescales, we believe this risk is low.</p> <p>Relationship Not Open In our experience an open relationship between customer and supplier leads to shared success.</p> <p>Owner: Redrock TO and CQC Mitigation: Redrock will actively seek an open and honest relationship, ensuring that CQC is aware of any potential issues early rather than trying to hide anything.</p> <p>Forward Planning Dependency To minimise risks to resourcing and projects, giving Redrock early visibility of plans and any changes will be useful so that our TO can plan and manage our resources.</p> <p>Owner: CQC</p> <p>Feedback/review Dependency To address any potential issues, including poor performance, Redrock will be seeking regular feedback on the team to ensure we are delivering at the level CQC expects or better.</p> <p>Owner: CQC</p>

Section 2- The following section will be assessed against Price- 30%

Price

Suppliers are requested to provide a total maximum fixed price for the lifetime of the Contract (August 2016- 31 March 2017) based on the anticipated projects and resource stipulated within the Question and Answer section of the requirement.

Suppliers must also provide individual day rates for each resource stipulated within the requirements and this will form the basis of the call-off. Price evaluation is lowest price against each resource category. (7.5% each SFIA Level requirement- 30% in total)

Provider will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

Please note: The following commercial proposals are indicative based on the initial anticipated project plan provided in the advertisement and stipulated as 'subject-to-change'. Quoted rates will remain as detailed and the final Project plan is provided within Schedule 3- Statement of Works.

Based on the initial project information the maximum effort required will be:

Role\ Grade	SIFA4	SIFA5
User Researcher	90 days	89 days
Business Analyst	149 days	29 days
Total Effort		357 days

Note that no allowance has been made for annual/sick leave.

The maximum day rates for both the User Researcher and Business Analyst roles are £620 for grade SIFA 4 and £650 for grade SIFA 5. Note that once a detailed resource request is received it may be possible to secure the services of a lower cost resource, and if so, Redrock will make an adjustment to the rate on a case by case basis.

Based on the initial projection of days the maximum cost is therefore:

Role	Duration	Rate	Cost
User Researcher (4)	90 days	£620 per day	£55,800
User Researcher (5)	89 days	£650 per day	£57,850
Business Analyst (4)	149 days	£620 per day	£92,380
Business Analyst (5)	29 days	£650 per day	£18,850
Maximum Cost			£224,880

The details above include all expenses whilst on site at the CQC offices in London but are exclusive of any expenses for attendance at other sites, if required.

Redrock notes that the total of 357 days is in excess of the 270 days specified in the original listing and consequently the total cost is in excess of the proposed budget. Redrock will remain flexible and work with CQC in the event that CQC needs to reduce the scope of work to meet the original budget.

Value for money Describe how your proposal will optimize costs and generate savings- not assessed

Redrock has access to a wide pool of talent and can adapt our search for just the right consultant to meet your specific needs. The Redrock's business model is to only secure the services of top quality talent who can bring their experience and skills, at

appropriate price, to your project with the minimum of disruption to your team. We do not keep our prices low by supplying inexperienced resources who effectively train on your projects. All specialists are skilled at moving between projects on a regularly basis and thus have developed skills to handle the transition. The mix of a good skills match with adept at transitioning between project means our specialists will be contributing to the project in the minimum of time.

At Redrock we take time to understand your needs and desired outcomes in order to further refine the search for the perfect candidate. In some cases, we may be able to identify a good match at a competitive price and where this is possible we will make an adjustment in the rate at which the specialist is offered. The above quoted rates are the maximum we will charge.

Furthermore, by understanding your needs, desired outcomes and plans we would monitor all specialists assigned with a view to transitioning seamlessly between projects to avoid unnecessary familiarisation time. The Technical Director would extend this monitoring to other customers, in particular government clients, who are local to you with a view to transition those specialists who are a good match for your requirements.

2. Case-Study Proposal

Suppliers are requested to complete the following section providing one case study only of how they have previously satisfied the Cultural Fit criteria of the Digital Discovery Re-advertisement requirement published on the Digital Marketplace.

Case studies must show how the supplier has demonstrated flexibility to respond to the relevant Authority's requirements skills and ensure that this will be applied to CQC's requirements. All case studies must follow this structure: Title, Situation, Solution, Results. 500 words maximum.

You will be evaluated on how well your proposal meets the buyer's requirements and will be assessed against the cultural fit criteria only.

Date	3rd August 2016
Name of requirements	DOS Digital Discovery Call-Off – Re-advertisement
Supplier name	Redrock Consulting Ltd
<p>The following section will be assessed against the Cultural Fit Criteria stipulated in the advertised requirements as follows (10%:</p> <ul style="list-style-type: none"> Flexibility of suppliers ability to respond to the authorities requests - 10% 	
Case Study:	Please insert response below
<p>Digital Strategy Delivery for the MHRA (Medicines & Healthcare products Regulatory Agency) Digital Services Transition Programme</p> <p>SITUATION</p> <p>The MHRA's Digital Strategy (OS) aims to significantly improve their engagement with businesses and members of the British public by exploiting new digital technologies. In tandem with the delivery of their OS the MHRA is embarking on an end-to-end business transition including a refresh of all of their business applications. The DS needs to be delivered by April 2018, two years before the business transition and application refresh will be completed.</p> <p>A digital transformation programme was created to meet the objectives of the OS, running alongside integrated programmes for business transition and application refresh. To deliver the DS programme within the challenging timescale, MHRA sought a partner that could deploy a flexible team of specialists, to work at its offices in London, to assist with Discovery work through to delivering digital solutions, both bespoke and COTS.</p> <p>Redrock was awarded the contract for the OS implementation in November 2014.</p> <p>SOLUTION</p> <p>Redrock initially supplied a team comprising a business architect and user researcher to begin Discovery work for the first project within the programme.</p> <p>MHRA needed the team to be flexible to grow as the team proved itself and the workload increased. The team size was increased to five, with three business analysts (BAs) joining over time to help deliver the remaining Discovery work within the programme. Redrock took a dynamic approach to MHRA's requests for additional resource. Once a request was received, profiles were provided to MHRA within 48 hours, interviews quickly scheduled, and new team</p>	

members deployed within a week from receipt of the request. In one case, a team member was added in 24 hours as he was already known to MHRA.

Redrock built efficiency within the team by utilising a highly qualified User Researcher who understands business analysis so was able to work seamlessly with the BAs. With everyone in the team possessing a 'business change' skillset there was no resistance to unavoidable change from the wider MHRA business transition, with key Discovery outputs becoming working documents.

The team first needed to capture business requirements and the 'To-Be' workflow for a solution. Once captured, our User Researcher carried out qualitative and quantitative user research in addition to taking a lead role in defining the user experience including user personas, user journeys, CMS design, wireframes and taxonomy. The team also carried out Concept and Prototype testing.

RESULTS

Redrock's team has completed the Discovery work for the OS programme within the demanding schedule set by MHRA. Our team model proved to be very reactive and scalable giving the MHRA confidence that we will deliver the OS on time. The programme has now moved to the next phases of solution delivery and is very much on track to delivering real enablement by the hard stop deadline of April 2018.

The BAs within our team have supported continued business change, business case creation, data modelling and UAT as the programme has progressed.

Schedule 3 -Statement of Work (SOW), including pricing arrangements and Key Staff

The following schedule provides a full break-down of the projects to be delivered under this Contract.

Sch 3.1 SOW Details

Date of SOW: 5 September 2016

SOW Reference: CQC PSO 092 - 1

Buyer: Care Quality Commission, 151 Buckingham Palace Road, London, SW1W 9SZ

Supplier: Redrock Consulting Ltd, Pembroke House, 15 Pembroke Road, Bristol, BSB 3BA

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Buyer Staff:

Simon Meredith

Head of Digital

Chris Bayley

Product Manager

Ert Erol

Product Manager

Mark Challinor

Programme Delivery

Table of Key Supplier Staff:

James Thomas

Ben Curnock

Remainder of Supplier Staff to be decided in conjunction with Buyer and Supplier and will be added as an Annex to this agreement once finalized

Sch 3.3 The background, requirements and key deliverables for each project to be delivered are as follows:

3.3.1 Project 1- Provider Information

- Suggested Resource:
 - a. User Researcher A (SFIA Level 5) - start date 5 September 2016 for 8 weeks
 - b. Business Analyst A (SFIA Level 5) - start date 5 September 2016 for 8 weeks
 - c. Business Analyst 8 (SFIA Level 4) - start date 19 September 2016 for 6 weeks

Description of work:

CQC is the regulator of health and social care services in England, covering Hospitals, Primary Medical and Dental Services, and Adult Social Care. The CQC's core function is to inspect and rate care services, to help the public make an informed choice of service, and to help Providers to improve.

To that end, Providers are legally obliged (mostly via Health and Social Care Act 2008 and Care Quality Commission (Registration) Regulations 2009) to submit certain information to CQC. CQC also needs to collect other bits of information from Providers to carry out our main functions (e.g. to inspect) which are outside of the legal obligations.

What the Buyer would like to do is:

- User Research to understand the needs of Providers
- Conduct an assessment of the current systems CQC uses to collect Provider information, including how far these services meet the identified user needs.
- Identification of our internal/business needs by speaking to key stakeholders.
- Identifying any policy or legal constraints to providing a service to meet the Provider user needs.
- A decision on whether to proceed with Alpha (lead by Product Manager)

Deliverables will be;

- User research show and tell(s) throughout the Discovery
- Provision of a prioritised list of user needs (+personas) and details of how these were collected and formulated (by the end of Discovery)
- Provision of a stakeholder list with an understanding of internal/business needs (as Agile user stories) and with input from them on the existing services used to collect information from Providers
- Appraisal of what other comparable systems exist within other government and other non-government organisations
- An analysis of the key policy / legal restrictions to us Providing a service to meet the needs of Providers
- An appraisal of cost per transaction and other KPIs to appraise the current performance of our existing digital services

Project 2 Public Web

Suggested Resource:

- a. User Researcher 8 (SFIA Level5) - start date 5 September 2016 for 13 weeks
- b. Business Analyst C (SFIA Level4)- start date 5 September 2016 for 13 weeks (5 weeks working on Share Your Experience and then transferring to the main public web discovery for the remaining 8 weeks.)

Description of Work:

Tell us about your experience"- Discovery on receiving feedback from healthcare service users

Care Quality Commission gathers feedback from members of the public, healthcare provider staff, or third-sector organisations about people's experiences of healthcare service provision. This feedback informs the way CQC Inspectors are prioritising their work, as to whether there are providers that need to be inspected urgently due to safeguarding issues.

The Commission is currently receiving this information across different channels: telephony, e-mail, post and "Share Your Experience" feature on its public website. At the moment, telephony and email submission volumes combined are 10 times higher than the "digital" channel. Pre-discovery work, based on face-to-face interviews with users, exit surveys, and usability testing has indicated that the digital solution is poorly designed and was not built on user needs. There are technical issues around the digital solution not working with phones or tablets, even though 47% of the traffic comes from these devices.

Therefore, CQC would like to embark on a Discovery phase for:

- Understanding how our customers get in and out of the journey of reporting feedback around their healthcare service experiences, where the trigger points are;
- What our users' needs are for that specific interaction;
- If, how and where CQC comes into play during that journey;
- And which channel would be most appropriate to respond to our users' needs;
- Based on the answer to the previous channel question, whether there are options around realising savings by shifting more users to the digital channel from telephony and email.

Deliverables will be;

- User research show and tell(s)
- A prioritised list of user needs and details of how these were collected and formulated
- Stakeholder list with input from them on our existing services
- Volumes and cost per transaction information, process maps and value chains across different channels
- End of Discovery report, reviewed and co-authored with the Product Owner

Discovery on information and content needs of CQC website users :

Care Quality Commission's public website (www.cqc.org.uk) offers a mixture of general content about health and social care, and provider-related content that is intended to give the public the ability to make better judgments about their choice of care.

The current website does not meet some of the user needs such as:

- 40 per cent of our traffic comes from non-desktop devices, but our website does not respond well to mobile or tablet devices
- The Information Architecture is confusing to some of our users, especially those who want to access inspection reports and datasets

Users of the website have different options to look for the content:

- Some come through search engines and end up on specific pages on our website,
- Some come to the homepage and navigate their way through, trying to find the content they are looking for.

Related to the first option, Google Trends show that CQC is mostly searched with words "contact", "complaints", and "inspections". Given that, we have some initial intelligence that show user behaviour, but we would like to have better search engine optimisation and a tagging strategy that will be based on our user's needs and behaviour patterns.

Concerning the second route, there are two main ways of finding content on our website. One is through mega-menus that offer content under specific themes such as "News", "Get involved", etc... The other is through the search bar on top of the page.

Search bar is a common area that our users complain about. A few commonly reported problems are:

- When users look for a specific health or social care provider, both archived and currently registered providers are displayed, which confuses the user,
- The search radius is 15 miles for postcodes, and this is problematic for users who live in rural areas,
- When users look up services (such as GPs, dentists, clinics), they are presented with both the service, and the provider group they are part of. Users also reported getting confused over this.
- Provider users, who come to the website to look for guidance or forms to transact with CQC, have reported that they cannot often find what they are looking for because of "cluttered content".

The main search terms on the search bar are, hierarchically: care homes, services in your home, doctors gps, hospitals, press releases, dentists, publications, news, community services, guidance, forms, notifications, etc...

We've done some pre-discovery user research work into our users, and determined high-level personas. We also started the process of socialising a user-needs based content production process across CQC.

Therefore, CQC would like to start a Discovery phase for:

- Understanding how our users land on our website, through which channels and queries on search engines,
- What our users are looking for on our website, how do they go about finding what they need,
- How we can improve our internal search facility, without being limited to its current information architecture, algorithm and user interface.

Deliverables will be;

- User research show and tell(s)
- A prioritised list of user needs and details of how these were collected and formulated
- Stakeholder list with input from them on our existing services
- Volumes and cost per transaction information, process maps and value chains
- End of Discovery report, co-authored with the Product Owner

Project 3: Intranet

Suggested Resource:

- a. User Researcher C (SFIA Level 5) - start date 26 September 2016 for 6 weeks

Description of Work

There has been a long term understanding that the current intranet is not effective as a communication platform with staff. Pre-discovery work conducted last year (Nov 2015) highlighted a number of areas that require significant improvement. Coupled with the removal of support for SharePoint 2007, the current software running the intranet, in October 2017, this provides an urgent need to replace the existing intranet and also examine what intranet technology can now offer to meet user needs for the future.

CQC's new strategy is going to require a significant degree of change and development within the organisation and the intranet is a core platform for engaging our colleagues in these changes.

Therefore, CQC would like to start a Discovery phase for:

- Understanding what tools and supporting information our staff need to help them do their jobs well.
- Understand if a shift away from email to better online communication will improve information sharing and collaboration especially with home based colleagues
- How can we provide better access to regulatory policy and practice knowledge
- How best to engage staff on CQC organisational developments

Deliverables will be;

- User research show and tell(s)
- A prioritised list of user needs and details of how these were collected and formulated
- Stakeholder list with input from them on our existing services
- Volumes and cost per transaction information, process maps and value chains
- End of Discovery report, co-authored with the Product Owner

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
Overall Call-Off Contract Charge
Remainder of value under overall Call-Off Contract Charge

Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges].

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5 Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the supplier:

Name and title Darren Chapman Director

Signature and date *Darren Chapman* 26/08/2016

For and on behalf of the departmental Buyer:

Name and title Tracey Forester, Director of Customer Support Services

Signature and date *Tracey Forester* 31 August 2016

Please note that this is the first SOW and covers the anticipated work for the entirety of this Agreement. If the value of this first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4- Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

- The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert full details of the change including:

Reason for the change;

Full Details of the proposed change;

Likely impact, if any, of the change on other aspects of the Call-Off Contract;

- Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.
- The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature:

Date:

Click here to enter a date.

Name;

Click here to enter text.

Address:

Click here to enter text.

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:

Date:

Click here to enter a date.

Name:

Click here to enter text.

Address:

Click here to enter text.

Schedule 5 - Balanced Scorecard

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

- The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
- Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator
- Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crownccommercial.gov.uk.

Schedule 6 - Optional Buyer terms and conditions- Not Used

Sch 6.1 Buyer's agent

The Buyer (as principal) has authorised [NAME OF AGENT] to act as agent on their behalf. The Buyer (as principal) remains liable for all of the Buyer obligations under this Call-Off Contract entered into on its behalf by its agent.

Schedule 7 - How Services will be bought (Further Competition process)

Sch 7.1 Who is responsible for awarding a Call-Off Contract

All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.

The Buyer may appoint an agent to act on their behalf.

CCS is not responsible for the actions of any Buyer.

Sch 7.2 Activity that may take place before Further Competition

Before starting a Further Competition, a Buyer will regularly undertake market engagement and publish a draft requirements document for Suppliers. Those Suppliers may then give feedback in order to:

- help the Buyer understand the complexity of the work; and
- help improve the quality of the brief that will be issued pursuant the Further Competition.

Sch 7.3 Buyer reserves the right not to award

A Further Competition procedure may be cancelled at any time and the Buyer is not obliged to award a Call-Off Contract.

At any stage during the Further Competition, the Buyer may go back to any stage in the further competition process and amend their requirements if they consider that the further competition is not meeting their needs.

Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close through the Digital Marketplace. Questions and responses will be anonymised and made available to all Suppliers.

Sch 7.4 Right to change Further Competition process

CCS may change the Further Competition process and the tools used for evaluation at any time.

Sch 7.5 Lot 1: Digital outcomes Further Competition and Evaluation process

In order to complete the following Further Competition process, the Buyer will:

- a) Write a brief detailing their requirements and the outcome they want to achieve.
- b) Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:

the bid submission due date; and

the date range for any subsequent evaluation stages.

c) Produce a list of all capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

d) Publish the brief and the evaluation process to the list of capable Suppliers

e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to in order to proceed to the next stage.

f) Review the list of interested Suppliers who both submitted a response and meet all essential criteria.

g) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria further yes/no questions. This step may be repeated if necessary.

h) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria any qualitative questions relating to the brief.

i) Invite shortlisted Suppliers to a further evaluation. This may include any of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:

- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- a pitch
- an interview
- providing a reference.

j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

k) Run financial due diligence if required on the provisionally successful Supplier(s).

l) Award a Call-Off Contract to the successful Supplier(s).

m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.

The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria

Weighting range(%)

Technical merit and functional fit

10-75

Cultural fit

5-20

Price

20-85

TOTAL

100%

Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

If 2 or more Suppliers have the same score, the Buyer will use either:

- the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers.

Sch 7.6 Lot 2: Digital specialists Further Competition and Evaluation process

In order to complete the following Further Competition process the Buyer will:

a) Write a brief detailing their requirements and the Deliverables they need.

b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will take into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit bids. It will include:

- the bid submission due date; and
- the date range for any subsequent evaluation stages.

c) Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

d) Send the brief and the evaluation process to the list of capable Suppliers.

e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.

f) Review the list of interested Suppliers who submitted a response and meet all essential criteria.

g) (Optional) Create a shortlist of aU Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.

h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).

i) Invite shortlisted Suppliers to further evaluation to assess whether their proposed specialist is able to meet their requirements. This may include any or all of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:

- providing a profile
- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- an interview
- a test
- providing a reference.

j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

k) Run financial due diligence if required on the provisionally successful Supplier(s).

l) Award a Call-Off Contract to the successful Supplier(s).

m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.

The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria

Weighting range(%)

Technical merit and functional fit

10-75

Cultural fit

5-20

Price

20-85

TOTAL

100%

Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

If 2 or more Suppliers have the same score, the Buyer will use either:

- the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers.

Sch 7.7 Lot 3: User research studios Further Competition and Evaluation process

In order to complete the following Further Competition process the Buyer will:

- a) Write a brief detailing their requirements, eg facilities needed, studio location and availability.
- b) Indicate their evaluation method and criteria for assessing Suppliers against the brief.
- c) Produce a list of capable Suppliers based on the Buyer's requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.
- d) Contact the list of capable Suppliers to find out whether they are able to meet the requirements.
- e) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.
- f) Run financial due diligence if required on the provisionally successful Supplier(s).
- g) Award a Call-Off Contract to the successful Supplier(s).
- h) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.

The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria

Weighting range(%)

Technical merit and functional fit

15-75

Price

25-85

TOTAL

100%

The Buyer may inspect the Supplier's studios before Call-Off Contract award or before they are used.

If 2 or more Suppliers have the same score, the Buyer will use either:

- the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers.

Sch 7.8 Lot 4: User research participants Further Competition and Evaluation process

In order to complete the following Further Competition process the Buyer will:

- a) Write a brief detailing their requirements.
- b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:
 - the bid submission due date; and
 - the date range for any subsequent evaluation stages.
- c) Produce a list of capable Suppliers that meet the Buyer's requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.
- d) Send the brief and evaluation process to the list of capable Suppliers.
- e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must give a positive response to all essential questions to proceed to the next stage.
- f) Review the list of interested Suppliers who submitted a response and who meet all essential criteria.
- g) (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.
- h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).
- i) Invite shortlisted Suppliers to a further evaluation stage. Only evaluation methods indicated when issuing the brief can be used. These methods may include but are not limited to:
 - providing a written proposal
 - providing a case study or evidence of previous work

- providing a reference
- an interview

j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

k) Run financial due diligence if required on the provisionally successful Supplier(s).

l) Award a Call-Off Contract to the successful Supplier(s).

m) Notify unsuccessful Suppliers and provide shortlisted Suppliers with feedback.

The Buyer reserves to right to use some but not all of the evaluation methods indicated when issuing the brief.

The Buyer will evaluate Suppliers' responses against the following criteria:

Criteria

Weighting range(%)

Technical merit and functional fit

10-80

Availability

10-80

Price

20-80

TOTAL

100%

Weightings for technical merit and functional fit, availability and price must total 100% .

If 2 or more Suppliers have the same score, the Buyer will use either:

- the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers.

Schedule 8 - Deed of guarantee- Not used

This deed of guarantee is made on [insert date date/month/year] 20[]
between:

(1) [Insert the name of the guarantor] a company incorporated in England and Wales with number [insert company no.] whose registered office is at [insert details of the guarantor's registered office here] [OR] [a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ('guarantor'); in favour of
and

(2) THE BUYER whose offices are XXXXXXXXXXXXXXXXXXXX ('Beneficiary')

Whereas:

(A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor hereby agrees with the Buyer as follows:

DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

'Call-Off Contract'

means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date]

'Guaranteed Obligations'

means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible.

Unless the context otherwise requires, reference to a gender includes the other gender and the neuter.

Unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time.

Unless the context otherwise requires, any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words.

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new Contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer enter into a Contract with the Buyer in the same terms as the

Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

[Address of the Guarantor in England and Wales]

[Email address of the Guarantor representative]

For the Attention of [insert details]

or such other address in England and Wales as the Guarantor has from notified to the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served:

- if delivered by hand, at the time of delivery
- if posted, at 10am on the second Working Day after it was put into the post
- if sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

BENEFICIARY'S PROTECTIONS

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:-

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment.

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient.

Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any

other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (The Buyer's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee will extend from time to time to any variation, increase, extension or addition of or to the Call-Off Contract and any associated fees, costs or expenses.

RIGHTS OF SUBROGATION

The Guarantor will, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier or any Default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- of subrogation and indemnity
- to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations
- to prove in the liquidation or insolvency of the Supplier

The Guarantor will do this in accordance with the Buyer's written instructions and will hold any amount recovered as a result of the exercise of such rights on trust for the Buyer and pay the same to the Buyer on first demand.

The Guarantor acknowledges that it has not taken any security from the Supplier in connection with this Deed of Guarantee and agrees not to do so until Beneficiary receives all monies payable hereunder and will hold any security taken in breach of this Clause on trust for the Buyer.

DEFERRAL OF RIGHTS

Until all amounts which may be or become payable by the Supplier under, or in connection with, the Call-Off Contract have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Buyer, it will not:

- exercise any rights it may have to be indemnified by the Supplier
- claim any contribution from any other guarantor of the Supplier's obligations under the Call-Off Contract
- take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Buyer under the Call-Off Contract or of any other guarantee or security taken following, or in connection with, the Call-Off Contract

- demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier
- claim any set-off or counterclaim against the Supplier

If the Guarantor receives any payment or other benefit or exercises any set-off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom will be held on trust for the Buyer and applied in or towards discharge of its obligations to the Buyer under this Deed of Guarantee.

REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
 - all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

PAYMENTS AND SET-OFF

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee

ASSIGNMENT

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

THIRD-PARTY RIGHTS

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

GOVERNING LAW

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any

such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Part C - Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 The term of this Call-Off Contract will end on the Call-Off Contract period end date listed in the Order Form, or the latest completion date for a Deliverable specified in the final SOW (unless terminated earlier), whichever is the soonest.

1.4 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

2. Supplier Staff

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate this Call-Off Contract subject to clause 23.

2.4 Supplier *Staff* will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier *Staff*.

2.6 The Supplier will, on request, provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier *Staff* made available to the Buyer.

3. Swap-out

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer (such approval process to be agreed between the Parties).

4. Staff vetting procedures

4.1 All Supplier *Staff* will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during this Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures as requested by the Buyer.

5. Due diligence

5.1 Both parties acknowledge that information will be needed to provide the Services throughout the term of this Call Off Contract and not just at Further Competition. Both parties agree to share such information freely.

5.2 Further to 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will use the best applicable and available techniques and standards and will perform this Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services will have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform this Call-Off Contract.

7. Business continuity and disaster recovery

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

8. Payment terms and VAT

8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with this Call-Off Contract.

8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under this Call-Off Contract are inclusive of VAT.

9. Recovery of sums due and right of set-off

9.1 If a Supplier owes money to the Buyer or any Crown body, the Buyer may deduct that sum from the total due.

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
other evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in this Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

11.1 Except where disclosure is clearly permitted by this Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure

belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner

- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party

- is, or becomes, public knowledge, other than by breach of this clause or Call-Off Contract

- is independently developed without access to the other Party's Confidential Information

- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies:

- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees:

- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;

- on a confidential basis to exercise its rights or comply with its obligations under this Call-Off Contract; or

- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during this Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other

Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

12. Conflict of Interest

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under this Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

13. Intellectual Property Rights

13.1 Unless otherwise specified in this Call-Off Contract:

the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.

- the Crown may publish any Deliverable that is software as open source.
- the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication;
 - and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
 - the Buyer Background IPRs;
 - the Project-Specific IPRs;
 - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, right to IPRs that is inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party on the request of the other Party (whenever the request is made).

13.3 Except where necessary for the performance of this Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under this Call-Off Contract, without approval from the Buyer.

13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under this Call-Off Contract and to enable the Buyer:

- to receive the Services;
 - to make use of the Services provided by the replacement Supplier;
- and

- to use any Deliverables.

13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of this Call-Off Contract for the sole purpose of enabling the Supplier to provide the Services.

13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:

- may include the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and
- is granted solely to the extent necessary for the provision of the Services in accordance with this Call-Off Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose.

13.8 At the end of the term of this Call-Off Contract, the Buyer grants to the Supplier a licence to use the Project-Specific IPRs (excluding any information which is the Buyer's Confidential Information or which is subject to the Data Protection Act (DPA)) on the terms of the Open Government Licence v3.0.

13.9 Subject to the above paragraph, the Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.

13.10 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs the Buyer requests.

13.11 Where the Supplier is granted permission to use third-party IPRs in a request for approval, the Supplier will ensure that the owner of such third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval.

13.12 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, and the Buyer rejects the Request for Approval, then this Call-Off Contract will need to be varied in accordance with clause 29 'Changes to Services'.

13.13 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with this Call-Off Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').

13.14 Clause 13.13 will not apply if the IPR Claim arises from:

- designs supplied by the Buyer;
- the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of this Call-Off Contract; or
- other material provided by the Buyer necessary for the provision of the Services.

13.15 The indemnity given in Clause 13.13 will be uncapped.

13.16 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The Supplier will at its own expense conduct all negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:

- consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- takes due and proper account of the interests of the Buyer;
- considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed).

13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with this Call-Off Contract, the Supplier will, at the Supplier's own expense and subject to prompt approval of the Buyer, use its best endeavours to:

- modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer;

- buy a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer; and
- promptly perform any responsibilities and obligations to do with this Call-Off Contract.

13.18 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.

13.19 If the Supplier does not comply with provisions of this clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.16 or receipt of the notification by the Buyer from the Supplier under clause 13.18 (as appropriate), the Buyer may terminate this Call-Off Contract for Material Breach (Call-Off Contract) and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.

13.20 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.

13.21 The Supplier will, as an enduring obligation throughout the term of this Call-Off Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with the CCS or Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between CCS or the Buyer, and the Supplier).

13.22 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.

13.23 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier.

by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer.

13.24 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer.

13.25 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Authority unless the Authority agrees in advance in writing that the converted format is not required.

14. Data Protection and Disclosure

14.1 The Supplier shall comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with this Framework Agreement or under any Call Off Contract.

14.2 Where the Supplier is processing Buyer Data or Other Contracting Bodies' Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority and Other Contracting Bodies' Personal Data (and to guard against unauthorised or unlawful processing or accidental loss, destruction of or damage to the Buyer Data and the Other Contracting Bodies' Personal Data).

14.3 The Supplier shall provide the Buyer and/or Other Contracting Body with such information as the Buyer and/or Other Contracting Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA including;

- to promptly notify the Buyer and/or Other Contracting Body of any breach of the security measures to be put in place pursuant to this Clause; and
- to ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer and/or Other Contracting Body in breach of its obligations under the DPA and
- not to cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Buyer Data or Other Contracting Body Personal Data supplied to it by the Buyer or Other Contracting Body without approval.

15. Buyer Data

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of this Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred then the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will at its own cost comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Act. The Supplier will also ensure that it does not knowingly or negligently fail to do something that

places CCS or any Buyer in breach of its obligations of the Data Protection Act. This is an absolute obligation and is not qualified by any other provision of this Call-Off Contract.

15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

16. Document and source code management repository

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of this Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

17. Records and audit access

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under this Call-Off Contract and the provision of Management Information.

18. Freedom of Information (FOI) requests

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.

19. Standards and quality

19.1 The Supplier will comply with any standards in this Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

20. Security

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of this Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of this Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

20.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, available at:

<https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary>

20.6 The Buyer will specify any security requirements for this project in the Order Form.

21. Incorporation of terms

21.1 Upon the execution of a Statement of Work (SOW), the terms and conditions agreed in the SOW will be incorporated into this Call-Off Contract

22. Managing disputes

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this procedure will prevent a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.

- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.

- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

- If the Parties reach agreement on the resolution of the dispute, the agreement will be reduced to writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- otherwise is of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties
- the process will be conducted in private and will be confidential;

- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under this Call-Off Contract, the obligations of the Parties under this Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of this Call-Off Contract at all times.

23. Termination

23.1 The Buyer will have the right to terminate this Call-Off Contract at any time by giving the notice to the Supplier specified in Part A, the Order Form. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this clause will be the number of whole days that represent 20% of the total duration of the current SOW to be performed under this Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SOW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this clause is reasonable in view of the subject matter of this Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this clause without cause.
- Subject to clause 33 (Liability), if the Buyer terminates this Call-Off Contract without cause, they will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and casted list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate this Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or
- the Supplier commits any fraud.

23.6 Either Party may terminate this Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due under this Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;
- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, CCS is entitled to terminate this Call-Off Contract.

24. Consequences of termination

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with clause 28.

24.2 The rights and obligations of the Parties in respect of this Call-Off Contract (including any executed SOWs) will automatically terminate upon the expiry or termination of this Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
 - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under this Call-Off Contract;

any materials created by the Supplier under this Call-Off Contract where the IPRs are owned by the Buyer;

any items that have been on-charged to the Buyer, such as consumables; and

- all Equipment provided to the Supplier pursuant to clause 41. This Equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when this Call-Off Contract was terminated (as specified in clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination, and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;
- vacate the Buyer premises;
- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where this Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where this Call-Off Contract states otherwise.

24.6 Termination or expiry of this Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under this Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8- Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 -Intellectual Property Rights
 - 24- Consequences of Expiry or Termination
 - 33 - Liability
 - 34 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of this Call-Off Contract.

25. Supplier's status

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

26. Notices

26.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being in writing.

26.2 The following table sets out the method by which notices may be served under this Call-Off Contract and the respective deemed time and proof of Service:

Delivery type

Deemed delivery time

Proof of Service

Email

9am on the first Working Day after sending

Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

27. Exit plan

27.1 The Buyer and the Supplier will agree an exit plan during this Call Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

28. Help at retendering and handover to replacement supplier

28.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval documents. The Supplier will also answer Service and development-related clarification questions.

28.2 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

29. Changes to services

29.1 It is likely that there will be changes to the scope of the Services during the Call Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

29.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

30. Contract changes

30.1 All changes to this Call-Off Contract which cannot be accommodated informally as described in clause 29 will require a Contract Change Note.

30.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part B -The Schedules ('the Contract Change Note') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Note. Neither Party will unreasonably withhold or delay consent to the other Party's proposed changes to this Call-Off Contract.

30.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

31. Force Majeure

31.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under this Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate this Call-Off Contract with immediate effect by notice in writing.

32. Entire agreement

32.1 This Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

32.2 Each Party agrees that in entering into this Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement or representation (whether negligently or innocently made) other than as expressly described in this Call-Off Contract.

32.3 Nothing in this clause will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

32.4 Each of the Parties agrees that in entering into this Call-Off Contract It does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in this Call-Off Contract.

33. Liability

33.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

33.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

33.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement:

- resulting in direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will be limited to

the sum of £1,000,000 in each Call-Off Contract year in which the Default occurs, unless otherwise stipulated by the Buyer in a Further Competition procedure

- subject to the first bullet point in this clause 33.3 which occur in the first 6 months, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months

- subject to the first bullet point in this clause 33.3 which occur during the remainder of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under this Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability

- subject to the first bullet point in this clause 33.3 which occur after the end of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under this Call-Off Contract in the 6 months immediately before the end of the Call-Off Contract period.

33.4 Subject to clause 33.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

33.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

33.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

33.7 Unless otherwise expressly provided, the obligations of the Buyer under this Call Off Contract are obligations of the Buyer in its capacity as a Contracting counterparty and nothing in this Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under this Call-Off Contract on the part of the Buyer to the Supplier.

33.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this clause have been reached.

33.9 Nothing in this clause will exclude any liability for (or remedy relating to) fraud.

34. Waiver and cumulative remedies

34.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

34.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

35. Fraud

35.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

35.2 If the Supplier commits any fraud relating to a Framework Agreement, this Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 35.3 below or by any other remedy available in law.

35.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this clause.

36. Prevention of bribery and corruption

36.1 The Supplier will not commit any Prohibited Act.

36.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission;
- and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this clause.

37. Legislative change

37.1 The Supplier will neither be relieved of its obligations under this Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

38. Publicity, branding, media and official enquiries

38.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate this Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

39. Non Discrimination

39.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

40. Premises

40.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

40.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.

40.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call Off Contract.

40.4 This clause does not create an tenancy or exclusive right of occupation.

40.5 While on the Buyer's premises, the Supplier will:

- ensure the security of the premises;
- comply with Buyer requirements for the conduct of personnel;
- comply with any health and safety measures implemented by the Buyer;
- comply with any instructions from the Buyer on any necessary associated safety measures; and
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

40.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

40.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

41. Equipment

41.1 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any Loss of, or damage to, any Equipment.

41.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

42. Law and jurisdiction

42.1 This Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

43. Defined Terms

'Application'

The response submitted by the Supplier to the Invitation to Tender

'Assurance'

The verification process undertaken by CCS as described in section 5 of the Framework Agreement

'Background IPRs'

For each Party:

- IPRs owned by that Party before the date of this Call-Out Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures;
- IPRs created by the Party independently of this Call-Out Contract; and/or
- For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under this Call-Out Contract;

but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software

'Buyer'

A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within the Framework Agreement

'Buyer Background IPRs'

Background IPRs of the Buyer

'Buyer's Confidential Information'

All Buyer Data and any information that relates to the business affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above

Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')

'Buyer Data'

Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants

'Buyer Software'

Software owned by or licensed to the Buyer (other than under or pursuant to this Agreement), which is or will be used by the Supplier for the purposes of providing the Services

'Call-Off Contract'

This legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier

This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), Contract Change Notice (CNN) and terms and conditions as set out in the Call-Off Contract Order Form

'Charges'

The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW

'Commercially Sensitive Information'

Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive

'Comparable Supply'

The supply of services to another customer of the Supplier that are the same or similar to any of the Services

'Confidential Information'

CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):

any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above

- any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')

'Contracting Bodies'

The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS

'Control'

Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly

'Crown'

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

'Default'

- any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)
- any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to this Framework Agreement or this Call-Off Contract

Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer

'Deliverable'

A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work

'Digital Marketplace'

The government marketplace where Services will be bought (<https://www.digitalmarketplace.service.gov.uk/>)

'Equipment'

The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract

•FoiA'

The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

'Framework Agreement'

The Framework Agreement between CCS and the Supplier for the provision of the Services dated [x]

'Further Competition'

The Further Competition procedure as described in Section 3- how Services will be bought.

'Good Industry Practice'

Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice (<https://www.gov.uk/service-manual/technology/code-of-practice.html>) and the government service design manual (<https://www.gov.uk/service-manual>)

'Group'

A company plus any subsidiary or holding company.

'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006

'Group of Economic Operators'

A partnership or consortium not (yet) operating through a separate legal entity.

'Holding Company'

As described in section 1159 and Schedule 6 of the Companies Act 2006

'Information'

As described under section 84 of the Freedom of Information Act 2000, as amended from time to time

'Insolvency Event'

may be:

- a voluntary arrangement
- a winding-up petition
- the appointment of a receiver or administrator
- an unresolved statutory demand
- a Schedule A1 moratorium

'Intellectual Property Rights' or 'IPR'

means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations whether registerable or not;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.

'Key Staff'

Means the Supplier Staff named in the SOW as such

'KPI Target'

The acceptable performance level for a key performance indicator (KPI)

'Law'

Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body

'Loss'

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 'Losses' will be interpreted accordingly

'Lot'

A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice

'Malicious Software'

Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.

'Management Charge'

The sum paid by the Supplier to CCS being an amount of 1.0% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract

'Management Information'

The Management Information (MI) specified in section 6 of the Framework Agreement

'Management Information (MI) Failure'

If any of the below instances occur, CCS may treat this as an 'MIFailure':

- there are omissions or errors in the Supplier's submission
- the Supplier uses the wrong template
- the Supplier's report is late
- the Supplier fails to submit a report

'Material Breach (Framework Agreement)'

A breach by the Supplier of the following Clauses in the Framework Agreement:

- Subcontracting
- Non-Discrimination
- Conflicts of Interest and Ethical Walls
- Warranties and Representations
- Provision of Management Information
- Management Charge
- Prevention of Bribery and Corruption
- Safeguarding against Fraud
- Data Protection and Disclosure
- Intellectual Property Rights and Indemnity
- Confidentiality
- Official Secrets Act
- Audit

'Material Breach (Call-Off Contract)'

A single serious breach of or persistent failure to perform as required in the Call-Off Contract

'OJEU Contract Notice'

The advertisement for this procurement issued in the Official Journal of the European Union

'Order Form'

An order set out in the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier

'Other Contracting Bodies'

All Contracting Bodies, or Buyers, except CCS

'Party'

- for the purposes of the Framework Agreement; CCS or the Supplier
- for the purposes of the Call-Off Contract; the Supplier or the Buyer,

and 'Parties' will be interpreted accordingly

'Personal Data'

As described in the Data Protection Act 1998
(<http://www.legislation.gov.uk/ukpga/1998/29/contents>)

'Prohibited Act'

To directly or indirectly offer, promise or give any person working for or engaged by a buyer or CCS a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity
- reward that person for improper performance of a relevant function or activity
- commit any offence:
 - under the Bribery Act 2010
 - under legislation creating offences concerning Fraud
 - at common Law concerning Fraud
 - committing or attempting or conspiring to commit Fraud

'Project-Specific IPRs'

- Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Call-Off Contract;

but not including the Supplier Background IPRs

'Property'

The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract

'Regulations'

The Public Contracts Regulations 2015 (at <http://www.legislation.gov.uk/ukksi/2015/102/contents/made>) and the Public Contracts (Scotland) Regulations 2012 (at <http://www.legislation.gov.uk/ssi/2012/88/made>)

'Regulatory Bodies'

Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Framework Agreement or this Call Off Contract

'Reporting Date'

The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties

'Request for Information'

A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations

'Self Audit Certificate'

The certificate in the form as set out in Framework Agreement Schedule 1 -Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.

'Services'

Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract

'Specific Change in Law'

A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply

'Statement of Requirements'

A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract

'Statement of Work' (SOW)

The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to a Call-Off Contract

'Subcontractor'

Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digitalservices as may be permitted by clause 9.18 of the Framework Agreement or this Call-Off Contract

'Supplier'

A Supplier of Digital Outcomes and Specialists services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice)

'Supplier Background IPRs'

Background IPRs of the Supplier

'Supplier Software'

Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services

'Supplier Staff'

All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts

'Working Day'

Any day other than a Saturday, Sunday or public holiday in England and Wales , from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract

