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This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier’s contact details.

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

| Name:  | **[Insert** name (registered name if registered)] |
| --- | --- |
| Address:  | [**Insert** address registered address if registered] |
| Registration number:  | [**Insert** registration number if registered] |
| SID4GOV ID: | [**Insert** SID4GOV ID if you have one] |
|  |  |

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|  | **Framework Contract** | This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables in Lot(s) 1a 1b 1c, Lots(s) 2a 2b 2c and Lot 3. You cannot deliver in any other Lot under this Contract. Any references made to other Lots in this Contract do not apply.This opportunity is advertised in the Contract Notice in the Find a Tender Service reference [**Insert** reference number] (FTS Contract Notice). |
|  | **Deliverables**  | See Framework Schedule 1 (Specification) for further details. |
|  | **Framework** **Start Date** | [**Insert** Day Month Year] |
|  | **Framework Expiry Date** | [**Insert** Day Month Year] |
|  | **Framework****Optional****Extension****Period** | N/A |
|  | **Order****Procedure** | * direct award
* further competition

See Framework Schedule 7 (Call-Off Award Procedure) |
|  | **Framework Incorporated Terms** (together these documents form the ‘the Framework Contract’) | The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:1. This Framework Award Form
2. Any Framework Special Terms (see Section 10 ‘Framework Special Terms’ in this Framework Award Form)
3. Joint Schedule 1 (Definitions) RM6240
4. Joint Schedule 11 (Processing Data) RM6240
5. The following Schedules for RM6240 (in equal order of precedence):
	* Framework Schedule 1 (Specification)
	* Framework Schedule 3 (Framework Prices)
	* Framework Schedule 4 (Framework Management)
	* Framework Schedule 5 (Management Charges and Information)
	* Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules:
		+ Call-Off Schedule 1 (Transparency Reports)
		+ Call-Off Schedule 2 (Staff Transfer)
		+ Call-Off Schedule 3 (Continuous Improvement)
		+ [Call-Off Schedule 4 (Call-Off Tender) ]
		+ [Call-Off Schedule 5 *(*Pricing Details) ]
		+ [Call-Off Schedule 6 (ICT Services) ]
		+ [Call-Off Schedule 7 (Key Supplier Staff) ]
		+ [Call-Off Schedule 8 (Business Continuity and Disaster Recovery) ]
		+ [Call-Off Schedule 9 (Security) ]
		+ [Call-Off Schedule 10 (Exit Management) ]
		+ [Call-Off Schedule 12 (Clustering) ]
		+ [Call-Off Schedule 13 (Implementation Plan and Testing)]
		+ [Call-Off Schedule 14 (Service Levels) ]
		+ [Call-Off Schedule 15 (Call-Off Contract Management)]
		+ [Call-Off Schedule 16 (Benchmarking) ]
		+ [Call-Off Schedule 17 (MOD Terms) ]
		+ [Call-Off Schedule 18 (Background Checks) ]
		+ [Call-Off Schedule 19 (Scottish Law) ]
		+ [Call-Off Schedule 20 (Call-Off Specification) ]
		+ [Call-Off Schedule 21 (Northern Ireland Law) ]
		+ [Call-Off Schedule 23 (HMRC Terms) ]
		+ [Call-Off Schedule 25a (Civil Service Secondment Agreement Template)]
		+ [Call-Off Schedule 25b (Public Sector Secondment Agreement Template)]
		+ Call-Off Schedule 26 (Ethical Walls Agreement)
* Framework Schedule 7 (Call-Off Award Procedure)
* Framework Schedule 8 (Self Audit Certificate)
* [Framework Schedule 9 (Cyber Essentials Scheme)]
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* [Joint Schedule 6 (Key Subcontractors)]
* [Joint Schedule 7 (Financial Difficulties)]
* [Joint Schedule 8 (Guarantee)]
* [Joint Schedule 9 (Minimum Standards of Reliability)]
* Joint Schedule 10 (Rectification Plan)
* [Joint Schedule 12 (Supply Chain Visibility)]
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6240
3. Framework Schedule 2 (Framework Tender) RM6240 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) takes precedence over the documents above.
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|  | **Framework Special Terms** | Special Terms – The following Clauses of the Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows:**2. How the contract works**2.3 CCS has:(a) paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.(b) has the unilateral right to remove one or more Deliverables set out in Framework Schedule 1 (Specification) by giving 2 Months written notice to the Supplier and Framework Schedule 1 (Specification) shall be amended accordingly. **3.1 All deliverables**3.1.1 The Supplier must provide Deliverables: …(g) that comply with Law and Regulatory Compliance requirements.**3.3 Services clauses**3.3.8 The Supplier shall not:(a) without the prior written consent of the Buyer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables; (b) pledge the credit of the Buyer in any way; or(c) engage in any conduct which in the reasonable opinion of the Buyer is prejudicial to the Buyer or CCS.**8. Rights and protection**8.1 The Supplier warrants and represents that: …(c) it is a legally valid and existing organisation, a partnership and/or incorporated, organised and subsisting in accordance with the laws in the place it was formed; **10.1 Contract Period**10.1.3 The Supplier shall ensure any Call-Off Contract entered into under this Framework Contract shall expire no later than:(a) the date specified in the Call-Off Contract; or(b) 2 years after expiry of this Framework Contract under the Call-Off Contract,whichever is earlier.**10.4 When CCS or the Buyer can end a contract**10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier: …(k) where there is a Conflict of Interest that cannot be mitigated to the Buyer’s satisfaction;(l) where in the reasonable opinion of the Buyer there is a material detrimental change in the financial standing of the Supplier which adversely impacts on the Supplier’s ability to supply the Deliverables under the Contract or could reasonably be expected to have an adverse impact on the Supplier’s ability to supply the Deliverables under the Contract.**10.6 What happens if the contract ends**10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminated a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority’s reasonable costs and any additional expenditure incurred in procuring Replacement Deliverables for the rest of the Contract Period.**11. How much you can be held liable for**11.1 Subject to any applicable Regulatory Compliance requirements, each Party’s total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is not more than £1,000,000.11.2 Subject to any applicable Regulatory Compliance requirements, each Party’s total aggregate liability in each Contract Year under teach Call-Off Contract (whether in tort, contract or otherwise) is no more than £5 million or 150% of the Estimated Yearly Charges, unless specified in the Call-Off Order Form.11.3 No Party is liable to the other for: (a) any indirect, consequential and special Losses; (b) loss of profits, turnover, savings (including anticipated savings),business opportunities or damage to goodwill (in each case whether direct or indirect).11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for an indemnity given under Clauses 7.5, 8.3(b), 9.5, 12.2 or 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.11.10 The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by CCS and the Buyer):(a) any wasted expenditure or charges;(b) any additional operational and/or administrative costs and expenses incurred by the Relevant Authority, including costs relating to time spent by or on behalf of the Relevant Authority in dealing with the consequences of Supplier Defaults;(c) the additional cost of procuring, implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such Deliverables above those which would have been payable under the Contract;(d) any compensation or interest paid to a third party by CCS and/or the Buyer;(e) any regulatory Losses or other losses incurred by CCS and/or the Buyer pursuant to the Law.11.11 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Contract. 32.2 Conflict of Interest:32.2. The Supplier must promptly notify and, subject to Regulatory Compliance requirements, provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen and shall follow any direction made by the Buyer in respect of the proper management and mitigation of the same.**34. Resolving disputes**34.7 Within 2 Working Days of a written request by CCS, the Supplier shall provide full details of a Complaint to CCS, including details of steps to achieve its resolution. |
|  | **Framework Prices**  | Details in Framework Schedule 3 (Framework Prices) |
|  | **Insurance** | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
|  | **Cyber** **Essentials Certification** | * Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Framework Schedule 9 (Cyber Essentials Scheme)
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|  | **Management Charge** | 1. The Supplier will pay, excluding VAT, 1.5% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
2. CCS reserves the right, during the Contract Period, to amend the methodology for calculating the Management Charge in order to properly and compliantly collect the levy due to the authority by Suppliers.
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|  | **Supplier** **Framework****Manager** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Authorised Representative** | [**Insert** name][**Insert** job title][**Insert** email address]**[Insert** phone number] |
|  | **Supplier** **Compliance Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Supplier Data Protection** **Officer** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Data Protection Liability Cap** | £10,000,000 |
|  | **Supplier** **Marketing Contact** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**Name (Registered name if registered) [**insert** name]Registration number (if registered) [**insert** number]Role of Subcontractor [**insert** role]**[Guidance:** copy above lines as needed] |
|  | **CCS** **Authorised Representative** | [**Insert** name][**Insert** job title][**Insert** email address][**Insert** phone number] |

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