

# Contract for Adobe Licensing

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## Order Form to enter Contract under RM6068 Lot 3

CALL-OFF REFERENCE:	CO Digital-12
THE BUYER:	Cabinet Office (including GDS)
BUYER ADDRESS	
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, KT22 7TW
REGISTRATION NUMBER:	01616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 4th April 2023

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

- o Lot 3 Software & Associated Services

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Attachments:
  - i. Attachment 3 Statement of Requirements
  - ii. Attachment 4 Price Schedule
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for this contract
    - o Call-Off Schedule 6 (ICT Services)
    - o Call-Off Schedule 7 (Key Supplier Staff)
    - o Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3.0.6) (including those amends from the Framework Award Form)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
7. Annex B Call-Off Schedule 6 (ICT Services)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the Buyer will still be bound by the terms of their ETLA or VIP with Adobe, which is a separate signed document and outside of this Call-Off Contract.

## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

### Special Term A:

Extension periods may only be invoked where the Buyer has an extant VIP agreement come the 30 March 2026. The Extension Period may only run to the end of that extant VIP agreement. To be clear no new enrolments to any type of Adobe agreement (ETLA, VIP or other) are permitted within the Extension Period.

### Special Term B:

#### New Definition:

“Mark-up” means the percentage added to the cost of the Goods or Services to cover all overheads, profit and Management Charge. For example, a product that costs £100 for the Supplier to buy from Adobe (or a distributor), with a mark-up of 2% would be charged to the end Buyer at £102.00. No additional charges can be added above the percentage mark-up.

CALL-OFF START DATE:	The later date of signature by either Supplier or Buyer on this Order Form
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CALL-OFF EXPIRY DATE:	The later date of either 30 March 2026 or the payment of the final Invoice by the Buyer
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CALL-OFF INITIAL PERIOD:	Up to 30 March 2026 (approximately 3 years and 1 month)
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CALL-OFF OPTIONAL EXTENSION PERIOD	Up to one (1) Year – restrictions apply see Special Term A
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## CALL-OFF DELIVERABLES

See Attachment 3 Statement of Requirements to this Order Form.

## LOCATION FOR DELIVERY

There is no physical delivery required.

#### DATES FOR DELIVERY OF THE DELIVERABLES

Expiry of existing licensing is outlined in Attachment 4 Price Schedule to this Order Form. Initial licensing and enrolment must be completed in line with Attachment 3 Statement of Requirements to this Order Form.

#### TESTING OF DELIVERABLES

None

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £189,513.04

#### CALL-OFF CHARGES

See Attachment 4 Price Schedule to this Order Form and see details in Attachment 3 Statement of Requirements to this Order Form.

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Buyer shall pay by BACs following receipt of a valid Invoice

#### BUYER'S INVOICE ADDRESS:

• [REDACTED]  
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED] ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

BUYER'S DATA PROTECTION OFFICER

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]

SUPPLIER'S DATA PROTECTION OFFICER

[REDACTED]

PROGRESS REPORT FREQUENCY

As Per Call-Off Schedule 14 and the Account Management Plan outlined in Attachment 3 Statement of Requirements to this Order Form.

PROGRESS MEETING FREQUENCY

As Per the Account Management Plan outlined in Attachment 3 Statement of Requirement to this Order Form.

KEY STAFF

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and the requirements set out in Attachment 3 Statement of Requirement to this Order Form.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of Buyer:

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

*Note: Buyer may require execution by seal / deed.*

## Order Form Attachment 1 – Not Used

## Order Form Attachment 2 – Not Used

## Order Form Attachment 3 – Statement of Requirements

### **1. PURPOSE**

- 1.1 This Contract establishes a Supplier to provide Adobe products under the CCS negotiated ETLA and procure the Goods and/or Services, on behalf of the Buyer, from the successful Supplier.

### **2. LIST OF CONTRACTING AUTHORITIES**

- 2.1 The following organisations were participants of this further competition:

- 2.1.1 ACAS (Advisory, Conciliation and Arbitration Service)
- 2.1.2 Basildon Borough Council
- 2.1.3 Bolton Council (managed by Agilisys)
- 2.1.4 Brighton and Hove City Council
- 2.1.5 Buckinghamshire Council
- 2.1.6 Bury Metropolitan Borough Council
- 2.1.7 Cabinet Office
- 2.1.8 Care Quality Commission
- 2.1.9 Chesterfield Royal Hospital NHS Foundation Trust
- 2.1.10 Companies House
- 2.1.11 Competition & Markets Authority
- 2.1.12 Cornwall Council
- 2.1.13 Crawley Borough Council
- 2.1.14 DELT Shared Services Ltd
- 2.1.15 Denbighshire County Council
- 2.1.16 Department for Education
- 2.1.17 Department for Levelling Up, Housing and Communities
- 2.1.18 Department for Transport
- 2.1.19 Derby City Council
- 2.1.20 Devon County Council
- 2.1.21 Dorset Fire and Rescue Service
- 2.1.22 East Riding Of Yorkshire Council
- 2.1.23 East Suffolk Council
- 2.1.24 East Sussex County Council
- 2.1.25 Equality & Human Rights Commission
- 2.1.26 Essex County Council
- 2.1.27 European Centre for Medium Range Weather Forecasts
- 2.1.28 Fife Council
- 2.1.29 Food Standards Agency
- 2.1.30 Foreign, Commonwealth & Development Office
- 2.1.31 Greater London Authority
- 2.1.32 Government Digital Service (GDS) (Cabinet Office)
- 2.1.33 NHS Greater Manchester Integrated Care
- 2.1.34 Hampshire Fire & Rescue Service
- 2.1.35 HCPC (Health and Care Professions Council)
- 2.1.36 Hertfordshire County Council
- 2.1.37 HM Treasury
- 2.1.38 Home Office



- 2.1.39 Homes England
- 2.1.40 ICO (Information Commissioner's Office)
- 2.1.41 Intellectual Property Office (IPO)
- 2.1.42 Invest Northern Ireland
- 2.1.43 Isle of Wight Council
- 2.1.44 Karbon Homes
- 2.1.45 King's College Hospital NHS Foundation Trust
- 2.1.46 Lancashire County Council
- 2.1.47 Leeds City Council
- 2.1.48 Leicester City Council
- 2.1.49 Livewell Southwest CIC
- 2.1.50 London Borough of Ealing Council
- 2.1.51 London Borough of Enfield Council
- 2.1.52 London Borough of Harrow Council
- 2.1.53 London Borough of Islington Council
- 2.1.54 Magnox Limited
- 2.1.55 Mayor's Office for Policing and Crime (MOPAC)
- 2.1.56 Met Office
- 2.1.57 Ministry of Defence and Ministry of Defence Organisations or Affiliates, including but not limited to:
  - 2.1.57.1 MoD - RAF Halton
  - 2.1.57.2 MoD – RAF College Cranwell
  - 2.1.57.3 MoD Defence Digital
  - 2.1.57.4 MoD Defence College of Technical Training (DCTT)
  - 2.1.57.5 MoD Defence Medical Education & Training Academy
  - 2.1.57.6 MoD Head Office
  - 2.1.57.7 MoD HQ DMS Team - DMS Whittington
  - 2.1.57.8 MoD Royal Navy Audit Committee
- 2.1.58 National Audit Office (NAO)
- 2.1.59 National Museums Northern Ireland
- 2.1.60 New Forest National Park Authority
- 2.1.61 Newark and Sherwood District Council
- 2.1.62 NHS Education for Scotland
- 2.1.63 NHS England
- 2.1.64 Norfolk County Council
- 2.1.65 North Lincolnshire Council
- 2.1.66 North Yorkshire County Council
- 2.1.67 Nottinghamshire Healthcare NHS Foundation Trust
- 2.1.68 Office of Communications (OFCOM)
- 2.1.69 Public Services Ombudsman for Wales
- 2.1.70 Sellafeld Limited (managed by Atos)
- 2.1.71 Solihull Metropolitan Borough Council
- 2.1.72 South Lanarkshire Council
- 2.1.73 South Norfolk District Council
- 2.1.74 Stirling Council
- 2.1.75 Stockport NHS Foundation Trust
- 2.1.76 Surrey County Council
- 2.1.77 Swansea City & Borough Council
- 2.1.78 The Pensions Regulator
- 2.1.79 Transport for London
- 2.1.80 University Hospitals Plymouth NHS Trust (Plymouth Hospitals NHS Trust)
- 2.1.81 Visit Scotland
- 2.1.82 Warwickshire County Council
- 2.1.83 West Suffolk NHS Foundation Trust

- 2.1.84 West Sussex County Council
- 2.1.85 Wigan Metropolitan Borough Council (managed by Agilisys)
- 2.1.86 Wirral Metropolitan Borough Council
- 2.1.87 Worcestershire County Council
- 2.2 Only these organisations (including any future successors) are eligible to issue Call Off Orders as a result of the initial competition.
- 2.3 Any organisation that becomes a part of these participating organisations as a result of the Machinery of Government Change shall also be included.
- 2.4 For the avoidance of doubt only the Buyer listed in the Order Form is party to this specific Call Off Contract.

### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 For the purposes of the procurement, Crown Commercial Service (CCS) acted as an agent on behalf of the Buyer. All contracts and service offerings resultant from the procurement is between the winning Supplier and the Buyer.

### 4. DEFINITIONS

Expression or Acronym	Definition
Adobe Agreement	Means; an ETLA and/or VIP
Adobe Terms	Means; the terms set out in the Adobe Agreement
Account Management Plan	Means; the activities outlined at section 18 of this document
ETLA	Means; Enterprise Term License Agreement
Order Form	Means; the Order Form to which this document is an attachment
Price/Pricing Schedule	Means; Attachment 4 - Price Schedule of the Order Form.
VIP	Means; Value Incentive Plan

### 5. SCOPE OF REQUIREMENT

- 5.1 The Buyer requires an Adobe ETLA to cover their current and future Adobe estate. Some products may sit outside of the Buyer's ETLA, either because it is not an enterprise product or at the Buyer's request due to a more cost-effective or flexible option. Such products may need to be enrolled into a VIP agreement with Adobe, or other such buying programmes.
- 5.2 All Adobe software and support is in scope of this contract.
- 5.3 Hardware products are specifically out of scope of this contract.
- 5.4 The current and/or desired estate of the Buyer is outlined in the Pricing Schedule and includes products such as:
  - 5.4.1 Acrobat (standard and/or Pro)
  - 5.4.2 Creative Cloud apps
  - 5.4.3 Framemaker

- 5.4.4 RoboHelp
- 5.4.5 Captivate
- 5.4.6 Sign
- 5.5 Prior to enrolment in their ETLA, the Buyer may amend their estate from that stated in the Price Schedule. This will be to account for volume amendments due to the true-up process and/or internal reviews of user profile and license usage.
- 5.6 The Supplier must provide any in scope Adobe products to the Buyer where requested – it is recognised by all parties that some products would need to be procured via an alternative agreement with Adobe other than the ETLA. Such variations must be made in accordance with the Contract Variation procedure and adhere to any applicable laws and regulations.
- 5.7 Subject to Adobe Terms, new Buyers are able to be added to the CCS ETLA, which sits outside of this Call Off Contract, provided they procure via a compliant route to market.
  - 5.7.1 The Supplier shall make available the CCS ETLA discounts to any eligible customer at any point prior to 30 March 2026.
  - 5.7.2 The Supplier shall promote the products that are part of the CCS ETLA via (in order of precedence):
    - 5.7.2.1 any relevant CCS contractual agreement with a direct award facility that the Supplier is party to;
    - 5.7.2.2 any other contractual agreement with a direct award facility that the Supplier is party to.

## **6. THE REQUIREMENT**

- 6.1 This Call Off Contract seeks to procure Goods and/or Services on behalf of the Buyer from the Supplier.
- 6.2 The Supplier is invited to enter into Call Off Contracts to supply the Goods and/or Services to each Buyer (a separate Call Off Contract with each Buyer).
  - 6.2.1 Any new Supplier to that Buyer will be expected to complete financial and/or security information.
- 6.3 This Statement of Requirement and any responses within the eSourcing Suite to each of the Questionnaires will become contractually binding by being included in the final Call Off Contract.
- 6.4 The Supplier shall set up all Buyers with their required ETLA products for a period of three years.
- 6.5 Where requested to do so by the Buyer, the Supplier shall set up the Buyer with their VIP required products for a period of a single year. Renewal of any VIP must be in line with the terms set out in the Order Form.
- 6.6 The Supplier shall work with the Buyer to conduct an annual true-up review of the Buyer estate. Such a review shall be conducted in line with the Account Management Plan.
- 6.7 Full details of dates and requirements from the Supplier are outlined in Section 18 Account Management Plan.
- 6.8 A full breakdown of Buyer's known Adobe license requirements, volumes and dates are outlined within the Attachment 4 - Price Schedule.

## **7. KEY MILESTONES AND DELIVERABLES**

- 7.1 Failure to meet the dates set out in Section 18 Account Management Plan and/or Invoice Schedule shall be deemed a Critical Service Failure under the Contract.

## **8. MANAGEMENT INFORMATION/REPORTING**

- 8.1 The Supplier shall ensure the Buyer console enables the Buyer to access reports that show as a minimum:
- 8.1.1 The current licenses deployed by the Buyer
  - 8.1.2 The current licenses purchased by the Buyer (this report should include undeployed licenses and/or licenses deployed over and above the purchased items)

## **9. VOLUMES**

- 9.1 An estimate of volumes required on 31 March 2023 is outlined in the Attachment 4 Price Schedule. Note that Buyers are yet to complete their 2022/2023 true-up process.
- 9.2 Prior to enrolment in the ETLA, the Buyer may amend their estate from that stated in the Pricing Schedule. Large downwards variations are not anticipated with some possible exceptions:
- 9.2.1 Department for Education are running user profiling and may reduce volumes by up to 20% across all products.
  - 9.2.2 Home Office are looking into alternatives to Acrobat and volumes may reduce by March 2023.
- 9.3 Buyers are entitled to add additional licenses of the same type at any point in their contract. These are then identified and invoiced as part of the annual true-up process.
- 9.4 Where the Buyer wishes to add products not able to be included in their ETLA, they may vary their contract to include a VIP agreement or other non-ETLA agreement with Adobe. Variations must be made using the Variation process set out in the Call Off Contract. The margins to be applied by the Supplier for such products are capped at those set out in Attachment 4 Price Schedule.

## **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Buyer during the Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

## **11. SOCIAL VALUE**

- 11.1 The Supplier shall provide to the Buyer the yearly report provided as part of 3.1.8 of Joint Schedule 5 Corporate Social Responsibility of Attachment 5 - Terms and Conditions, on steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 11.2 The Supplier shall minimise, where possible, the carbon footprint of all services delivered under this Contract.
- 11.3 Where requested by the Buyer, the Supplier shall provide a statement on how they are delivering on 11.2.
- 11.4 Where requested by the Buyer, the Supplier shall provide a social value plan to the Buyer detailing how their social value activities set out in Call-Off Schedule 4 will be applied to that Buyer's social value priorities. The following process shall apply:
- 11.4.1 Buyer requests social plan and provides the Supplier with their social value priorities and/or objectives and targets
  - 11.4.2 The Supplier drafts the plan to show how the social value activities set out in Call-Off Schedule 4 (the Supplier's response to question 4.1 at bid stage) supports the Buyer's priorities/objectives as provided as part of 11.4.1. For the avoidance of doubt, nothing precludes the Supplier from detailing

- additional social value aspects not set out in Call-Off Schedule 4 providing this does not incur further costs to the Buyer
- 11.4.3 The Supplier will send the draft plan to the Buyer within 10 working days following receipt of request and the social value priorities/objectives (as per 11.4.1) from the Buyer
- 11.4.4 The Buyer will review the social value plan and either;
  - 11.4.4.1 accept within 10 working days; or
  - 11.4.4.2 work with the Supplier to reach an agreed plan within a timescale agreed by both parties.

## **12. QUALITY**

- 12.1 The Supplier shall have (and shall maintain) Adobe Platinum Partner status (or equivalent if such a programme is replaced) throughout the life of the Contract.

## **13. PRICE**

- 13.1 Supplier mark-ups within the Price Schedule may not be increased throughout the life of the Contract, regardless of the products ordered by the Buyer and regardless of whether or not the Buyer initially requested a VIP or other non-ETLA agreement.
- 13.2 Supplier mark-ups may be reduced at any point by the Supplier.
- 13.3 Prices for all ETLA ordered products shall be fixed from the point of order.
- 13.4 For the avoidance of doubt, any true-ups for the same ETLA product shall remain at the fixed price, generated by the first ordering of that product type.
- 13.5 Prices for VIP or other non-ETLA ordered products shall be fixed for one year from the point of order and pricing may vary up to the point of order.
- 13.6 Prices for any support products shall be set in accordance with Adobe Terms.
- 13.7 Prices are in the Price Schedule and exclude VAT and include all other expenses relating to Contract delivery.

## **14. STAFF AND BUYER SERVICE**

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. Examples of these activities are:
  - 14.1.1 Suppliers to be proactive in managing transaction ordering, with commitments to response times for quotes, order processing, issue resolution etc;
  - 14.1.2 Proactive advice on licence options prior to purchase on all Adobe products;
  - 14.1.3 Proactive roadmap sessions; and
  - 14.1.4 Regular account management sessions
- 14.2 The Supplier shall provide a dedicated account manager to each Buyer. This account manager shall be Key Supplier Staff.
- 14.3 The Supplier shall provide a dedicated support team.
- 14.4 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience, in order to deliver the Contract to the required standard, including the support required by Section 18 Account Management Plan.
- 14.5 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent Buyer service to the Buyer throughout the duration of the Contract.

- 14.6 The Supplier shall ensure staff with relevant qualifications and experience are accessible within normal UK working hours.

**15. SERVICE LEVELS AND PERFORMANCE**

- 15.1 The Buyer will measure the quality of the Supplier's delivery by reviewing Supplier performance against Section 18 Account Management Plan and the Invoice Schedule.
- 15.2 Failure to meet any aspect of the Account Management Plan and/or Invoice Schedule shall be deemed a Critical Service Failure under the Contract.

**16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 16.1 Any specific security requirements pertaining to attendance to Buyer premises or handling of Buyer data are specified in the Order Form.

**17. QUOTES, INVOICING AND PAYMENT**

- 17.1 Invoices should be submitted to an address determined by the Buyer as per the final completed Order Form.
- 17.2 Invoices may only be submitted once an order has been successfully processed.
- 17.3 Invoices and quotes must show the list price from Adobe and the margin applied by the Supplier broken down by each product type. The breakdown can be supplied as a separate document, but must be supplied at the same time as the Invoice.
- 17.4 Quotes must show services that will incur an extra charge.
- 17.5 Invoices must show services provided that have incurred an extra charge.
- 17.6 ETLA products are to be billed annually in advance, with newly added licenses to be charged in accordance with the Adobe Terms (a pro-rata calculation) and billed annually in arrears as part of the true-up process.
- 17.7 Invoice Schedule for ETLA products:

Enrolment Date	Invoice for Year 1 initial product set.
1st Year Anniversary Date	Invoice for Year 2 Agreement with amended product set (including true-up licenses) as well as including Year 1 true-up license costs for the previous year calculated using the Adobe Terms.
2nd Year Anniversary Date	Invoice for Year 3 Agreement with amended product set (including true-up licenses) as well as including Year 2 true-up license costs for the previous year calculated using the Adobe Terms.
End of Year 3	Invoice for Year 3 true-up license costs for the previous year calculated using the Adobe Terms.

- 17.8 VIP products are to be billed annually in advance, with newly added licenses to be charged pro-rata and billed within 14 days of addition. Note that other billing processes for VIP products may be agreed between the Buyer and Supplier.

- 17.9 Invoice Schedule for VIP products:

Enrolment Date	Invoice for Year 1 initial product set
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During the annual VIP term	Products added to be billed (pro-rata) within 14 days of being ordered.
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- 17.10 Support products are to be billed as required by Adobe Terms.
- 17.11 Payment terms shall be 30 days from a valid invoice, unless other payment terms are agreed between the Buyer and Supplier.
- 17.12 The Supplier shall comply with Buyer requirements for set up and invoicing via any e-payment systems. The Supplier shall not charge for any differing requirements per Buyer around invoicing.

## 18. ACCOUNT MANAGEMENT PLAN

- 18.1 Prior to the enrolment with Adobe, the Supplier shall assist the Buyer in the enrolment process.
- 18.2 As a minimum, the Supplier shall follow the below Account Management Plan for every Buyer entity named in paragraph 2 of this Statement of Requirements for their ETLA:

Year	By Date	Activity
1		
2		
3		

--	--	--

- 18.3 Buyer meetings shall cover:
- 18.3.1 contract procedural elements, such as variation forms, change of key staff and invoicing;
  - 18.3.2 agreements for non ETLA Adobe products or support
- 18.4 At the Buyer meetings the Supplier shall:
- 18.4.1 present possible amends to the Buyer estate to deliver a more cost effective and proactive solution;
  - 18.4.2 identify unnecessary products currently in the Buyer estate and suggest solutions that combine or utilise different licenses that would benefit the Buyer;
  - 18.4.3 clearly outline the cost/benefit analysis for any proposed solutions or amendments;
- 18.5 True-up Engagement shall include accounting for additional deployments for any ETLA products throughout the year and ensuring these are both:
- 18.5.1 billed for the year prior in accordance with the Adobe Terms; and
  - 18.5.2 included in the new order for the new year (at the end of years 1 and 2)
- 18.6 True-up Completed refers to all final paperwork completed and the order for the new year being issued to Adobe. For the avoidance of doubt, the Supplier is required to combine all ETLA orders from all Buyers listed in paragraph 2 of this Statement of Requirements into a single purchase order and issue to Adobe by the True-up Completed date.
- 18.7 Account Management Plans for VIP and support agreements are to be agreed between the Buyer and Supplier.
- 18.8 Attendance at any meetings shall be at the Supplier's own expense.
- 18.9 By agreement between both Parties, all meetings may take place virtually.

**19. LOCATION**

- 19.1 The Services are for licensing, a physical delivery is not required.



## Order Form Attachment 4 - Price Schedule

### Maximum Mark-ups

Supplier ETLA Maximum Mark-up:	
Supplier VIP and other non-ETLA Maximum Mark-up:	
These Mark-ups are fixed as a maximum for the entire Term of any Call Off Contract and apply to all in scope products and Buyers, including those who choose to vary their Contract to add in a VIP agreement at a later date.	

### ETLA Product Pricing

Note that the Supplier Cost column refers to the cost from Adobe to the Supplier for a single licence for a single year (or in the case of Adobe Sign, the cost of a bundle of 10,000 transactions).

Note that the Supplier Charges column sets out the final charges to the Buyer (Supplier Cost from Adobe + Maximum Mark-up).

Product	Supplier Cost from Adobe	Supplier Charges
<b>Acrobat NUL</b>		
Acrobat Standard DC	£	£
Acrobat Pro DC	£	£
<b>Acrobat Feature Restricted License</b>		
Acrobat Standard DC Feature Restricted License (to be charged at same rate as NUL)	£	£
Acrobat Pro DC Feature Restricted License (to be charged at same rate as NUL)	£	£
<b>Creative Cloud NUL</b>		
CCE All Apps Pro	£	£
CCE Single App	£	£
<b>Creative Cloud Single Apps Feature Restricted Licensing - specific apps detailed in Individual Customer Data Tab</b>		
CCE All Apps Pro Feature Restricted License (to be charged at same rate as NUL)	£	£
CCE Single App Feature Restricted License (to be charged at same rate as NUL) - Customers must specify which app they require	£	£
<b>Other NUL</b>		
Framemaker	£	£

RoboHelp	£ [REDACTED]	[REDACTED]
Captivate	£ [REDACTED]	[REDACTED]
ColdFusion Enterprise	£ [REDACTED]	[REDACTED]
Substance 3D ETLA Package	£ [REDACTED]	[REDACTED]
<b>Other Transaction based</b>		
Adobe Sign (Bundle of 10,000 transactions)	£ [REDACTED]	[REDACTED]

## Core Terms

### Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

### How the contract works

- 1.2 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 1.3 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 1.4 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 1.5 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
  - create new Call-Off Schedules
  - exclude optional template Call-Off Schedules
  - use Special Terms in the Order Form to add or change terms
- 1.6 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
  - is between a Supplier and a Buyer
  - includes Core Terms, Schedules and any other changes or items in the completed Order Form
  - survives the termination of the Framework Contract
- 1.7 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 1.8 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 1.9 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
  - properly perform its own adequate checks
- 1.10 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.
- 1.11 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### What needs to be delivered

#### 1.12 All deliverables

1.12.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law
- that meet the Test Success Criteria

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

### **1.13 Goods clauses**

1.13.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin. The relevant Buyer must agree in writing to supply of Goods that are not new.

1.13.2 The supplier warrants that all Goods;

- are sourced directly from the manufacturer or an authorised reseller and;
- are sold by manufacturer or with its consent within the UK and the European Economic Area;
- where necessary are accompanied by a valid software license;
- are eligible for manufacturer's warranty;
- are eligible for manufacturer's support services and;
- will be reported back to manufacturer as sold to the relevant Buyer.

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

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

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

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

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

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

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

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

1.13.11 The Supplier shall provide product lifecycle information, including product roadmaps, on request of the Buyer. Where the Supplier becomes aware that Goods are to become End of Life, the Supplier shall use all reasonable endeavours to give the Buyer three (3) Months' notice of this; in any event, the Supplier shall notify the Buyer when Goods are End of Life.

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

1.13.13 The Buyer shall have the right to require that the Deliverables be subjected to the Tests specified in the Order Form.

The Supplier shall ensure the Deliverables are available for Testing at the start of the scheduled Test Period, and the Tests shall be carried out during the scheduled Test Period.

The Party conducting the Tests will record them as successful and inform the other Party accordingly where the Test Success Criteria are met by the end of the scheduled Test Period.

The Party conducting the Tests will record them as unsuccessful and inform the other Party accordingly where the Test Success Criteria are not met by the end of scheduled Test Period.

Without prejudice to Clauses 5 and 20 of the Core terms, where the Test Success Criteria are not met within the scheduled Test Period the Buyer shall have the right either;

- to direct the Supplier to correct the issues that resulted in failure to satisfy the Test Success Criteria, and to resubmit the relevant Deliverables for Testing

or;

- to notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default

or;

- to reject the relevant Deliverables and to invoke Clause 3.2.12

or;

- to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1

1.13.14 The Supplier shall have access to a sufficient stock of spare devices that have been specified as business critical on the Order Form or elsewhere in the relevant Call-Off Contract to allow the Buyer to initiate business-critical swaps of faulty devices, or to address Dead On Arrival/Installation (DOA/DOI) business critical issues, with replacement by the same model and specification of device. Upon notification by the Buyer of the requirement for a business-critical swap or DOA/DOI business critical issue, the Supplier shall swap the device with a spare device within twenty-four (24) hours of the Buyer reporting the issue.

For the avoidance of doubt, the Buyer shall not Approve any DOA/DOI devices, and for the purposes of any Implementation Plan such Goods shall be deemed as not having been Delivered.

1.13.15 The Supplier shall ensure:

it has access to a sufficient stock of spare components to undertake repairs to Goods in accordance with warranty requirements, and in any case to undertake required repairs within a reasonable time period; and

where Goods are repaired or replaced under warranty, the repaired or replaced Goods shall have either the remainder of the

original warranty period or where offered a full warranty period as if supplied as new under the Call-Off Contract

1.13.16 In undertaking any repairs to the Goods, the Supplier shall not replace any parts or components of the Goods with parts or components that are of lower quality or which are unsuitable for use in their designed purpose either by the Buyer or a Replacement Supplier, prior to the expiry or termination of the Call-Off Contract (howsoever arising).

1.13.17 The Supplier confirms that where a Buyer has an in-house warranty provider or technical staff who undertake warranty repair work, the Supplier shall work with the in-house warranty provider and/or technical staff to provide any required training to enable the transfer of warranty repair work without cost or loss of service to the Buyer. Where this reduces the cost to the Supplier of providing the warranty, the Supplier shall pass such cost savings on to the Buyer.

1.13.18 Where there is fault in any Goods which cannot be repaired, the Supplier shall ensure and procure that any data residing in any such Goods is removed or destroyed in accordance with HMG Infosec Standard 5 baseline, or as otherwise agreed with the Buyer, at no additional cost to the Buyer, prior to such Goods being returned to any manufacturer or other third party for disposal.

1.13.19 The Buyer has the sole option to remove and retain any hard drives or solid state drives prior to the return of Goods to the Supplier at no additional cost to the Buyer.

1.13.20 The Supplier shall make a stock of Test Devices, for the purpose of testing compatibility with a Buyer's IT infrastructure, available to the Buyer as required. Test Devices shall be shipped to the Buyer's nominated Site on request and at the Supplier's expense. The Buyer shall return Test Devices to the Supplier in the same condition as initially provided to them by the Supplier (unless agreed otherwise between the Parties). Risk and ownership for any Test Devices shall remain with the Supplier.

1.13.21 The Supplier shall where reasonably possible collate information on the failure rate of Goods such that it can trace failure rate by batch, principal reasons for failure, and by Buyer affected by Goods failure. This information will help the Supplier to identify situations of Endemic Failures. In the event of Endemic Failure of the Goods supplied, the Supplier shall inform the Buyer and the Buyer will have the right to reject all Goods in the affected batch and require their replacement by the Supplier at no cost to the Buyer and without prejudice to the Buyer's right of remedies. Endemic Failure also triggers a material Default by the Supplier, entitling the Buyer to terminate the Call-Off Contract.

#### **1.14 Services clauses**

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

- 1.14.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 1.14.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 1.14.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 1.14.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 1.14.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 1.14.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

### **Pricing and payments**

- 1.15 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 1.16 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 1.17 All Charges and the Management Charge:
- exclude VAT, which is payable on provision of a valid VAT invoice
  - include all costs connected with the Supply of Deliverables
- 1.18 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 1.19 A Supplier invoice is only valid if it:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
  - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
  - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 1.20 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 1.21 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 1.22 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
  - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 1.23 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

1.24 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

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

### **The buyer's obligations to the supplier**

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

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

1.27 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

### **Record keeping and reporting**

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

1.29 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

1.30 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

1.31 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

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

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

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

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

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



## **Supplier staff**

- 1.35 The Supplier Staff involved in the performance of each Contract must:
- be appropriately trained and qualified
  - be vetted using Good Industry Practice and the Security Policy
  - comply with all conduct requirements when on the Buyer's Premises
- 1.36 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 1.37 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 1.38 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 1.39 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **Rights and protection**

- 1.40 The Supplier warrants and represents that:
- it has full capacity and authority to enter into and to perform each Contract
  - each Contract is executed by its authorised representative
  - it is a legally valid and existing organisation incorporated in the place it was formed
  - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
  - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
  - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
  - it is not impacted by an Insolvency Event
  - it will comply with each Call-Off Contract
- 1.41 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 1.42 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
  - non-payment by the Supplier of any tax or National Insurance
- 1.43 All claims indemnified under this Contract must use Clause 26.
- 1.44 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 1.45 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 1.46 The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.

## **Intellectual Property Rights (IPRs)**

- 1.47 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
  - make use of the deliverables provided by a Replacement Supplier
- 1.48 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 1.49 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.50 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 1.51 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 1.52 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
  - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

## **Ending the contract**

- 1.53 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 1.54 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## **Ending the contract without a reason**

- 1.54.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 1.54.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies and for the avoidance of doubt the Buyer shall be liable for the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

## **When CCS or the buyer can end a contract**

- 1.54.3 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:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

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

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

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

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

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

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

1.54.8 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

### **What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

1.54.9 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

1.54.10 The Buyer's payment obligations under the terminated Contract stop immediately.

1.54.11 Accumulated rights of the Parties are not affected.

1.54.12 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

1.54.13 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

1.54.14 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

1.54.15 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

### **When the supplier can end the contract**

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

1.54.17 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

### **When subcontracts can be ended**

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

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

### **Partially ending and suspending the contract**

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

1.54.19 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

- 1.54.20 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 1.54.21 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 1.54.22 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
- reject the Variation
  - increase the Charges, except where the right to partial termination is under Clause 10.3
- 1.54.23 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

### **How much you can be held responsible for**

- 1.55 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 1.56 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £100,000 or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
- 1.57 No Party is liable to the other for:
- any indirect Losses
  - Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 1.58 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
  - its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
  - any liability that cannot be excluded or limited by Law
  - its obligation to pay the required Management Charge or Default Management Charge
- 1.59 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 1.60 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 1.61 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
  - any items specified in Clause 11.5
- 1.62 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## **Obeying the law**

- 1.63 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 1.64 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 1.65 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **Data protection**

- 1.66 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 1.67 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 1.68 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 1.69 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 1.70 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 1.71 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
  - tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
  - restore the Government Data itself or using a third party
- 1.72 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 1.73 The Supplier:
  - must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
  - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
  - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
  - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
  - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

### **What you must keep confidential**

1.74 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

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

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

1.76 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

1.77 CCS or the Buyer may disclose Confidential Information in any of the following cases:

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

1.78 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

1.79 Transparency Information is not Confidential Information.

1.80 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of

the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

### **When you can share information**

- 1.81 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 1.82 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information
  - comply with any Freedom of Information Act (FOIA) request
  - comply with any Environmental Information Regulations (EIR) request
- 1.83 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

### **Invalid parts of the contract**

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

### **No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

### **Other people's rights in a contract**

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

### **Circumstances beyond your control**

- 1.84 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- provides a Force Majeure Notice to the other Party
  - uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- 1.85 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 1.86 Where a Party terminates under Clause 20.2:
- each party must cover its own Losses
  - Clause 10.5.2 to 10.5.7 applies

### **Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.



## **Giving up contract rights**

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **Transferring responsibilities**

- 1.87 The Supplier can not assign a Contract without the Relevant Authority's written consent.
- 1.88 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 1.89 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 1.90 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 1.91 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 1.92 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - their name
  - the scope of their appointment
  - the duration of their appointment

## **Changing the contract**

- 1.93 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 1.94 The Supplier must provide an Impact Assessment either:
  - with the Variation Form, where the Supplier requests the Variation
  - within the time limits included in a Variation Form requested by CCS or the Buyer
- 1.95 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
  - agree that the Contract continues without the Variation
  - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
  - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 1.96 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 1.97 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 1.98 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
  - of how it has affected the Supplier's costs
- 1.99 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

### **How to communicate about the contract**

- 1.100 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 1.101 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 1.102 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 1.103 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

### **Dealing with claims**

- 1.104 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 1.105 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
  - give the Indemnifier reasonable assistance with the claim if requested
- 1.106 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 1.107 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 1.108 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 1.109 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 1.110 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
  - the amount the Indemnifier paid the Beneficiary for the Claim

### **Preventing fraud, bribery and corruption**

- 1.111 The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)

- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

1.112 The Supplier must during the Contract Period:

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

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

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

1.114 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

1.115 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

### **Equality, diversity and human rights**

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

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

1.117 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

### **Health and safety**

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

- all applicable Law regarding health and safety

- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

1.119 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

## **Environment**

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

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

## **Tax**

1.122 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

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

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

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

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

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

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough

to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements

- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

### **Conflict of interest**

1.126 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

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

1.128 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

### **Reporting a breach of the contract**

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

- Law
- Clause 12.1
- Clauses 27 to 32

1.130 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

### **Resolving disputes**

1.131 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

1.132 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

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

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

1.134 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

1.135 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must

do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

### **Which law applies**

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

## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
  - 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Additional Insurances"	1 insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
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"Admin Fee"	2 means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
"Affected Party"	3 the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	4 in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	5 extra information which supports a Schedule;
"Approval"	6 the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Associated Services"	7 the Associated Services detailed in Framework Schedule 1 and available for Buyers to procure as part of a Call-Off Contract that also involves the supply of Goods;
"Audit"	8 the Relevant Authority's right to: <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> <li>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul>
"Auditor"	<ul style="list-style-type: none"> <li>a) the Relevant Authority's internal and external auditors;</li> <li>b) the Relevant Authority's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> </ul>



	d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	9 any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	10 the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	11 a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	12 the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	13 the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	14 the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	15 premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Call-Off Contract"</b>	16 the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Call-Off Contract Period"</b>	17 the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	18 the date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	19 the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	20 the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	21 such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Call-Off Procedure"</b>	22 the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"Call-Off Special Terms"</b>	23 any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;

<b>"Call-Off Start Date"</b>	24 the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	25 the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender) where this is used;
<b>"CCS"</b>	26 the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	27 the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	28 a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 1. Government Department; 2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3. Non-Ministerial Department; or 4. Executive Agency;
<b>"Change in Law"</b>	29 any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	30 a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	31 any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	32 the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	33 Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
<b>"Comparable Supply"</b>	34 the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	35 the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	36 means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with

	information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
" <b>Conflict of Interest</b> "	37 a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
" <b>Contract</b> "	38 either the Framework Contract or the Call-Off Contract, as the context requires;
" <b>Contracts Finder</b> "	39 the Government's publishing portal for public sector procurement opportunities;
" <b>Contract Period</b> "	40 the term of either a Framework Contract or Call-Off Contract from the earlier of the: 1. applicable Start Date; or 2. the Effective Date until the applicable End Date;
" <b>Contract Value</b> "	41 the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
" <b>Contract Year</b> "	42 a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
" <b>Control</b> "	43 control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
" <b>Controller</b> "	44 has the meaning given to it in the GDPR;
" <b>Core Terms</b> "	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
" <b>Costs</b> "	45 the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: 1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; 2. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

	<p>3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>4. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>46 but excluding:</p> <ol style="list-style-type: none"> <li>1. Overhead;</li> <li>2. financing or similar costs;</li> <li>3. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>4. taxation;</li> <li>5. fines and penalties;</li> <li>6. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>7. non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ol>
<b>"Crown Body"</b>	47 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	48 the Contract Rights of Third Parties Act 1999;
<b>"Data Loss Event"</b>	49 any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Protection Legislation"</b>	50 (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Protection Impact Assessment"</b>	51 an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	52 has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	53 has the meaning given to it in the GDPR
<b>"Data Subject Access Request"</b>	54 a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Dead on Arrival/Installation" or "DOA" or "DOI"</b>	55 means once removed from its packaging at a Buyer's premises, the delivered device fails to work in accordance with the manufacturer's specification;
<b>"Deductions"</b>	56 all Service Credits, Delay Payments (in both cases if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>"Default"</b>	57 any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material

	default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Charge"</b>	58 has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	59 the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Deliverables"</b>	60 Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	61 delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer in writing to the Supplier. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Device as a Service"</b>	62 a sourcing model whereby the Buyer pays a subscription for the provision by the Supplier of a hardware device together with bundled software and/or services
<b>"Disaster"</b>	63 the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	64 the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	65 any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	66 the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: <ol style="list-style-type: none"> <li>1. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>2. is required by the Supplier in order to provide the Deliverables; and/or</li> <li>3. has been or shall be generated for the purpose of providing the Deliverables;</li> </ol>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or

	proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	The Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	67 the date on which the final Party has signed the Contract;
<b>"EIR"</b>	68 the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	69 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  1. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or 2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Endemic Failure"</b>	means a failure rate equal to or above 300% the mean time to failure under Goods testing by the manufacturer
<b>"End of Life (EOL)"</b>	means the Goods are no longer being manufactured and there is insufficient stock of such Goods available in the supply chain to meet the full Buyer requirement and/or Order.
<b>"Environmental Policy"</b>	70 to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Charges"</b>	71 the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	72 means for the purposes of calculating each Party's annual liability under clause 11.2 :  73 i) in the first Contract Year, the Estimated Year 1 Charges; or  74 ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>"Equality and Human Rights Commission"</b>	75 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

<b>"Existing IPR"</b>	76 any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	77 the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	78 the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	79 any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: <ol style="list-style-type: none"> <li>1. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>3. acts of a Crown Body, local government or regulatory bodies;</li> <li>4. fire, flood or any disaster; or</li> <li>5. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ol style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ol> </li> </ol>
<b>"Force Majeure Notice"</b>	80 a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	81 the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	82 the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	83 the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	84 the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	85 the contractual terms applicable to the Framework Contract specified in the Framework Award Form;

<b>"Framework Initial Period"</b>	86 the initial term of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	87 such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	88 the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	89 any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	90 the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	91 the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
<b>"Further Competition Procedure"</b>	92 the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"GDPR"</b>	93 the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"General Anti-Abuse Rule"</b>	1. the legislation in Part 5 of the Finance Act 2013 and; and 2. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	94 a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	95 goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>"Good Industry Practice"</b>	96 standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	97 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or 2. any Personal Data for which the Authority is the Data Controller;



<b>"Government Procurement Card"</b>	98 the Government's preferred method of purchasing and payment for low value goods or services; 99 <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	100 the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	101 the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	102 Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	103 the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	104 an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: 1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; 2. details of the cost of implementing the proposed Variation; 3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; 4. a timetable for the implementation, together with any proposals for the testing of the Variation; and 5. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
<b>"Implementation Plan"</b>	105 the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing ) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	106 a Party from whom an indemnity is sought under this Contract;
<b>"Information"</b>	107 has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information assurance (IA)"</b>	108 is the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes
<b>"Information Commissioner"</b>	109 the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	110 the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	1. in respect of a person: 2. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or 3. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or 4. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for

	<p>the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>5. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>6. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>7. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>8. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>9. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>10. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	111 all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>2. 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</p> <p>3. all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	112 the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	113 any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	114 the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controllers"</b>	115 where two or more Controllers jointly determine the purposes and means of processing;
<b>"Key Personnel"</b>	116 the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	117 each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>118 any Subcontractor:</p> <p>1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p>

	<p>2. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>3. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 20 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
<b>"Know-How"</b>	119 all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	120 any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>"LED"</b>	121 Law Enforcement Directive (Directive (EU) 2016/680)
<b>"Losses"</b>	122 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 <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Man Day"</b>	123 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Management Charge"</b>	124 the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	125 the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"Margin"</b>	126 means the percentage by which the price for Goods exceeds the Supplier's costs in relation to those Goods, excluding any other supply chain rebates and shipping/delivery
<b>"Marketing Contact"</b>	127 shall be the person identified in the Framework Award Form;
<b>"MI Default"</b>	128 means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	<p>129 means when an MI report:</p> <ol style="list-style-type: none"> <li>1. contains any material errors or material omissions or a missing mandatory field; or</li> <li>2. is submitted using an incorrect MI reporting Template; or</li> <li>3. is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ol>

<b>"MI Report"</b>	130 means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	131 means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	132 an event or task described as such in the Implementation Plan;
<b>"Milestone Date"</b>	133 the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Milestone Payment"</b>	134 a payment identified in the Implementation Plan to be made following the satisfactory achievement of the relevant Milestone;
<b>"Month"</b>	135 a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	136 contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>2. IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>137 but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non-Compliance"</b>	<p>138 where:</p> <p>1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>"Open Book Data"</b>	<p>139 complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>1. the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>2. operating expenditure relating to the provision of the Deliverables including an analysis showing:</p>

	<ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> <p>3. Overheads;</p> <p>4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>5. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>6. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>7. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>8. the actual Costs profile for each Service Period;</p>
<b>"Open Source"</b>	140 computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Order"</b>	141 means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	142 a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	143 the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	144 any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	145 those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	146 takes its natural meaning as interpreted by Law;
<b>"Party"</b>	147 in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	148 the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	149 has the meaning given to it in the GDPR;

<b>"Personal Data Breach"</b>	150 has the meaning given to it in the GDPR;
<b>"Personnel"</b>	151 all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	152 a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	153 has the meaning given to it in the GDPR. "Process" and "Processed" shall be interpreted accordingly;
<b>"Processor"</b>	154 has the meaning given to it in the GDPR; 155
<b>"Processor Personnel"</b>	156 all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	157 a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	158 the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	159 a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	160 the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<ol style="list-style-type: none"> <li>1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ol style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ol> </li> <li>2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</li> <li>3. committing any offence: <ol style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ol> </li> <li>4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ol>
<b>"Protective Measures"</b>	161 technical and organisational measures which must take account of: <ol style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from Data Loss Event;</li> </ol>

	<p>c) state of technological development</p> <p>d) the cost of implementing any measures</p> <p>162 including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
<b>"Public Services Network or PSN"</b>	<p>163 the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at <a href="https://www.gov.uk/government/groups/public-servicesnetwork">https://www.gov.uk/government/groups/public-servicesnetwork</a>;</p>
<b>"Purchase to Pay" or "P2P"</b>	<p>164 means an electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice. The "official" definition of Purchase to Pay according to the Chartered Institute of Purchasing and Supply: "A seamless process enabled by technology designed to speed up the process from point of order to payment." For more information on MOD's P2P system see: <a href="http://www.d2btrade.com">www.d2btrade.com</a>;</p>
<b>"Recall"</b>	<p>165 a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;</p>
<b>"Recipient Party"</b>	<p>166 the Party which receives or obtains directly or indirectly Confidential Information;</p>
<b>"Rectification Plan"</b>	<p>167 the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ol style="list-style-type: none"> <li>1. full details of the Default that has occurred, including a root cause analysis;</li> <li>2. the actual or anticipated effect of the Default; and</li> <li>3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ol>
<b>"Rectification Plan Process"</b>	<p>168 the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);</p>
<b>"Regulations"</b>	<p>169 the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);</p>
<b>"Reimbursable Expenses"</b>	<p>170 the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ol style="list-style-type: none"> <li>1. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>2. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ol>
<b>"Relevant Authority"</b>	<p>171 the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</p>

<b>"Relevant Authority's Confidential Information"</b>	1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); 2. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and 172 information derived from any of the above;
<b>"Relevant Requirements"</b>	173 all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	174 HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	175 a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	176 any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	177 a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	178 any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	179 a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	180 the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Schedules"</b>	181 any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	182 the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	183 the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	184 means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	185 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	186 any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service



	Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	187 has the meaning given to it in the Order Form;
<b>"Services"</b>	188 services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	189 any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	190 the date of a Service Transfer;
<b>"Sites"</b>	191 any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: 1. the Deliverables are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	192 an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Software as a Service (SaaS)"</b>	193 a software solution that involves the Buyer using applications sourced via the Supplier and running on a cloud infrastructure which is not managed or controlled by the Buyer. The applications are accessed from client devices through a thin client interface such as a web browser or a program interface
<b>"Special Terms"</b>	194 any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	195 a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	196 the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	197 any: 1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; 2. standards detailed in the specification in Schedule 1 (Specification); 3. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; 4. relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	198 in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

<b>"Statement of Requirements"</b>	199 a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	200 the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	201 any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: 1. provides the Deliverables (or any part of them); 2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or 3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	202 any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	203 any third Party appointed to process Personal Data on behalf of the Processor related to a Contract;
<b>"Supplier"</b>	204 the person, firm or company identified in the Framework Award Form or Order Form as appropriate;
<b>"Supplier Assets"</b>	205 all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	206 the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; 2. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; 3. Information derived from any of (a) and (b) above;
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	207 the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Framework Manager"</b>	208 a suitably qualified contact nominated by the Supplier who will take overall responsibility for delivering the Goods and/or Services required within the Framework Contract.
<b>"Supplier Non-Performance"</b>	209 where the Supplier has failed to: 1. Achieve a Milestone by its Milestone Date; 2. provide the Goods and/or Services in accordance with the Service Levels ; and/or 3. comply with an obligation under a Contract;

<b>"Supplier Profit"</b>	210 in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	211 in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Review Meeting"</b>	212 a performance review meeting to take regularly place throughout the Framework Contract Period at which the Parties will review the Supplier's performance under the Framework Contract
<b>"Supplier Staff"</b>	213 all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	214 the document at Annex 1 of Schedule 12 Supply Chain Visibility;
<b>"Supporting Documentation"</b>	215 sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	216 a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test"</b>	217 any test required to be carried out pursuant to the Call-Off Contract as set out in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13, and "Testing" and "Tested" shall be construed accordingly;
<b>"Test Device"</b>	218 means a device provided by the Supplier to the Buyer for the purposes of testing compatibility of the Goods with the Buyer's IT infrastructure. The Test Device shall be an exact sample of the Goods specified in the Order Form;
<b>"Test Period"</b>	219 the period specified in a) the Order Form, or b) Part A to Call-Off Schedule 13 during which Testing shall be carried out.
<b>"Test Success Criteria"</b>	220 the criteria specified in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful.
<b>"Third Party IPR"</b>	221 Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	222 those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

<b>"Transparency Information"</b>	223 the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and 224 (ii) Commercially Sensitive Information; 225
<b>"Transparency Reports"</b>	226 the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"Variation"</b>	227 has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	228 the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	229 the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	230 value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	231 a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	232 any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	233 any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	<b>[insert name of Buyer] ("the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: Buyer/Supplier]	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number]</b> days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)  
Framework Version 1.0  
Crown Copyright 2023  
Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other



evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4. Evidence of insurance you must provide**

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### **5. Making sure you are insured to the required amount**

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **6. Cancelled Insurance**

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### **7. Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity. relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots
  - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

## Joint Schedule 4 (Commercially Sensitive Information)

### 2. What is the Commercially Sensitive Information?

- 2.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 2.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
Supplier confirms there is no commercially sensitive information			

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;

- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6. Sustainability**

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>



## Joint Schedule 10 (Rectification Plan)

Request for <b>[Revised]</b> Rectification Plan			
Details of the Default:	<b>[Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the <b>[Revised]</b> Rectification Plan:	<b>[add]</b> date (minimum 10 days from request)		
Signed by Buyer:		Date:	
Supplier <b>[Revised]</b> Rectification Plan			
Cause of the Default	<b>[add]</b> cause]		
Anticipated impact assessment:	<b>[add]</b> impact]		
Actual effect of Default:	<b>[add]</b> effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	
	2.	<b>[date]</b>	
	3.	<b>[date]</b>	
	4.	<b>[date]</b>	
	<b>[...]</b>	<b>[date]</b>	
Timescale for complete Rectification of Default	<b>[X]</b> Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	
	2.	<b>[date]</b>	
	3.	<b>[date]</b>	
	4.	<b>[date]</b>	
	<b>[...]</b>	<b>[date]</b>	
Signed by the Supplier:		Date:	

Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

## Joint Schedule 11 (Processing Data)

### 1. Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### 2. Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

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- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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

### **3. Where the Parties are Joint Controllers of Personal Data**

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

### **4. Independent Controllers of Personal Data**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply

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with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).



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27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: set out in the Order Form

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: set out in Call-Off Schedule 4

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

### A) Personal Data Processing Template

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <i>Management of the Technology Products and Associated Services Call-Off Contract between the Buyer and the Supplier</i></li></ul>
Duration of the Processing	<i>Up to 7 years after the expiry or termination of the Call-Off Contract</i>
Nature and purposes of the Processing	<p><i>To facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract including</i></p> <p><i>i. Ensuring effective communication between the Supplier and the Buyer</i></p> <p><i>Maintaining full and accurate records of the Call-Off Contract in accordance with Core Term 6 (Record Keeping and reporting)</i></p>

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Type of Personal Data	<p><i>Includes:</i></p> <p><i>i. Contact details of, and communications with, Buyer staff concerned with management of the Call-Off Contract</i></p> <p><i>ii. Contact details of, and communications between Supplier staff concerned with management of the Call-Off Contract,</i></p> <p><i>Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from the Call-Off Contract</i></p>
Categories of Data Subject	<p><i>Includes:</i></p> <p><i>i. Buyer staff concerned with management of the Call-Off Contract</i></p> <p><i>ii. Supplier staff concerned with management of the Call-Off Contract</i></p> <p><i>Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from the Call-Off Contract</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>All relevant data to be deleted 7 years after the expiry or termination of the Call-Off Contract unless longer retention is required by Law</i></p>

## B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>CCS is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>

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Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Core Terms Clause 15 ( Record Keeping and Reporting)</li> </ul>
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CSS staff concerned with management of the Framework Contract</li> <li>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract,</li> <li>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</li> </ul> <p>Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p>
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> <li>i. CSS staff concerned with management of the Framework Contract</li> <li>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract</li> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</li> </ul> <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member</p>	<p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p>

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State law to preserve that type of data	
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**Annex 2 - Joint Controller Agreement**

**Not Used.**

## Call-Off Schedule 4 (Call Off Tender)

Question Number	Question	Supplier Response
1.1	Do you accept the competition rules as described in Attachment 1 – About the Procurement?	Yes
1.2	Have you read, understood and accepted the Bid Pack and all associated attachments, specifically Attachment 3 Statement of Requirements?	Yes
1.3	Do you agree, without caveats or limitations, that in the event that you are successful, Attachment 5 - Terms and Conditions and the Order Form set out in Attachment 6 will govern the provision of this contract?	Yes
1.4	Do you confirm your organisation's e-Sourcing Suite profile is complete and accurate at the time the bid closed and that any amendments made following acceptance of this event will be notified to the Buyer in writing?	Yes
1.5	Please confirm by selecting 'Yes' that, should you be the winning Supplier, you shall deliver all Call Off Contracts in line with the Statement of Requirements in Attachment 3 without limitations or caveats.	Yes
1.6	Please confirm by selecting 'Yes' that you hold Adobe Platinum Partnership and shall maintain this throughout the life of the Call Off Contract(s).	Yes
1.7	Please confirm by selecting 'Yes' that you understand that your organisation will NOT receive rebates from Adobe for any of the ETLA business?	Yes
1.8	Please confirm by selecting 'Yes' that you understand that the mark-ups you supply in the Attachment 4 - Price Schedule cannot, and will not, be increased at any point throughout the life of any resulting Call Off Contract(s).	Yes

1.9	Please confirm by selecting 'Yes' that the Buyers shall have access to a dedicated support team.	Yes
1.10	Please confirm by selecting 'Yes' that you can and shall fulfil in full the Account Management Plan for each Buyer, as detailed in section 18 of Attachment 3 – Statement of Requirements.	Yes
1.11	Please confirm by selecting 'Yes' that you shall provide staff that have the relevant qualifications and experience to deliver the entire Call Off Contract to the required standard, including the support and infrastructure optimisation advice required of the Account Management Plan.	Yes

Question Number	Question	Supplier Response
2.1	Please confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.	None
2.2	We require that any potential, actual or perceived conflicts of interest in respect of this Bid Pack are identified in writing and that companies outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.	N/A

Question Number	Question	Supplier Response
3.1	<p>Please provide details of where the Award Outcome should be directed. Your response must include their;</p> <ul style="list-style-type: none"> <li>• Full Name</li> <li>• Role/Title</li> <li>• Registered Address</li> <li>• Email Address</li> <li>• DUNS/Registration Number</li> <li>• SID4GOV Number</li> </ul>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>



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	this question.	
3.10	Please provide details of how you intend to fulfil the Account Management Plan. You are not restricted in format or length, though please only provide one attachment for this question.	See Response to Question 3.10 following these tables

Question Number	Question	Supplier Response
4.1	<p>The Buyers want to purchase services that deliver wider benefits to people, the environment and the economy, or social value.</p> <p>The social value priority theme for this requirement is tackling economic inequality.</p> <p>Please set out activities you would be able to undertake which would support and enable the Buyer in achieving this aim and delivering against that social value priority.</p>	See Response to Question 4.1 following these tables

Question Number	Question	Supplier Response
5.1	Please attach a completed Attachment 4 - Price Schedule in response to this question. In so doing, you are also confirming that prices offered are inclusive of any expenses, exclusive of VAT and, subject to the pricing terms set out in Attachment 3 Statement of Requirements, firm for the period following the Deadline for Submission as stated in the Attachment 1 – About the Procurement.	See Response to Question 5.1 following these tables



## Bytes Technology Group Plc MODERN SLAVERY AND HUMAN TRAFFICKING POLICY STATEMENT

*The Modern Slavery Act 2015 ("the Act") requires businesses to publish a transparency statement which sets out the steps they have taken to ensure there are no instances of modern slavery in their own business or in their supply chains.*

*This statement is made pursuant of the Act. Modern slavery is a crime and a violation of fundamental human rights. It can take various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which include the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.*

Bytes Technology Group Plc, through its primary subsidiaries, Bytes Software Services Limited and Phoenix Software Limited (collectively, 'BTG' or 'the Group') has a zero-tolerance approach to modern slavery in its constituent parts within the business and supply chains. BTG therefore is committed to taking appropriate steps to ensure that everyone that works for the Group in any capacity, benefits from a working environment in which their fundamental rights and freedoms are respected.

### Supply chain

BTG is committed to acting ethically and with integrity in all our business dealings and relationships, while implementing and enforcing controls to ensure that modern slavery is not taking place anywhere within the business or within our supply chains.

We expect the same high standards from all our suppliers. As part of our contracting processes, we seek confirmation from our suppliers of their compliance to the Act to include specific prohibitions against modern slavery and we expect that our suppliers will hold their own suppliers to the same high standards.

An employee or supplier must report any incidence or suspicion of modern slavery at the earliest possible stage to executive management, operations management or a senior administrator. BTG may terminate its relationship with a supplier if it is in breach of this policy or where appropriate, may elect to work with the supplier to resolve the issue.

The software business sector is not considered one most at risk in relation to the Act and BTG does not have intricate supply chains, multiple levels of contracting and subcontracting, or partners with businesses based in impoverished regions of the world where labour laws are more likely to be non-existent and/or not legally enforced. However, policies are in place to guard against such practices in our supply chains; all contracts with business

### Board members

PJM De Smedt | Chair  
NR Murphy | Chief Executive Officer  
AJ Holden | Chief Financial Officer  
DN Maw  
MS Phillips  
E Schraner  
A Vincent  
WK Groenewald | Group Company Secretary

Bytes Technology Group Plc  
Bytes House | Randalls Way | Leatherhead | Surrey | KT22 7TW | UK  
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Registered office: Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW  
Registered in England No.: 12935776. VAT Reg No.: GB 823 8182 26

Call-Off Schedule 4 (Call-Off Tender)

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partners require prior approval in line with our delegation of authority frameworks; and business partners may be subject to various forms of vetting, including the verification of information provided to the Group. Selective due diligence exercises are performed, depending on the significance of the business partner to the continuity of the Group's business.

#### Employment

BTG treats its employees in a fair, lawful and professional manner and provide supportive working conditions, including health and safety provisions, holiday entitlements, employee wellness programs and other benefits.

Recruitment processes are in place to ensure that employment laws are met, including "right to work" document checks which are carried out, verifications to ensure everyone employed are older than 16 years of age and that contracts of employment are issued.

The Group requires all employees to act in an ethical manner and to comply with legal requirements at all times by placing our values into practice. There is a confidential whistle-blowing policy and process in place for any employee to raise concerns relating to the behaviour of suppliers, customers, partners or employees. Modern slavery training is available to all Group employees.

---

Approved by the BTG Board and signed on its behalf.

A handwritten signature in black ink, appearing to read "NM", followed by the printed name "Neil Murphy" and the title "Chief Executive Officer" in a small, black, sans-serif font.

**Neil Murphy**  
Chief Executive Officer

Dated: 7 April 2022



### **Response to Question 3.9 - Gathering Purchase Orders**

Here at Bytes, we have an experienced team of 5 Adobe specialists who will work on the Agreement. They will ensure that a single purchase order is sent to Adobe by the deadline of 12<sup>th</sup> April 2023. They will also be a dedicated resource for the longevity of the agreement, ensuring all future orders are also sent to Adobe on time.

For the past 3 years, Bytes have managed the Crown Commercial Services Aggregated Adobe ETLA agreement and we already have the processes in place that have proven to manage the agreement, obtain individual authority purchase orders and combine these into a single purchase order for Adobe.

This process that is outlined below and has been very successful:

- Organisation and communication are key to the successful delivery of this agreement.
- During our planning stage, we set realistic deadlines with authorities for quote generation and the receiving of purchase orders.
- For the existing contract due to expire, Bytes will be communicating with individual customers as appropriate, to gain further insight on contract take up and license requirements.
- Bytes will review the requirements for the renewal and create individual quotes for each authority via our Bytes Portal.
- Individual quotes for each authority will be generated for the true up requirement (where licenses have been added throughout previous year under the expiring contract). These are based on information received from the authority as well as Adobe. If awarded the new contract, we will merge this activity with quotes for the renewal licenses under the new contract.
- If appropriate, we could provide a single quote to the authority combining the true up and the renewal licenses. In this case the customer could raise a single purchase order for all their licenses. This greatly simplifies the customer experience.
- These quotes will be sent out to each authority via a dedicated mailbox [REDACTED] to ensure they have a central point of contact. This is a well used and well known email address by all authorities participating in the current Adobe agreement.
- We ensure that quotes are sent out by 15<sup>th</sup> March 2023 to allow the authorities to raise their purchase orders within deadline.
- We make the authorities aware that we will need their purchase orders by the 29<sup>th</sup> March. This is to enable us to review and compile them into a single purchase order which will be sent directly to Adobe by the 12<sup>th</sup> April 2023. In our experience of running the existing contract, there were instances where customers have not been able to provide their purchase orders on time. In setting these timescales, we have found that authorities POs were always received in time for us to prepare the order for Adobe.

- With the number of quotes and orders being generated at the same time, Bytes will be keeping a detailed record of license requirements, quote numbers, customer purchase order number, etc for each authority to ensure that any information that is being passed to Adobe and CCS is accurate
- Throughout the process, we will be sending regular reminders to each authority detailing the deadline dates and requirements to ensure the smooth delivery of the agreement.

Our dedicated team will ensure that deadlines are met, SLAs are adhered to and that the annual order/true up processes are robust. With the recent changes to the true up process, we are actively in talks with Adobe to ensure we are fully equipped to hit the ground running.

Being an Adobe Platinum Partner, we have a strong relationship with Adobe and a good contact base across various teams who support us whenever needed. This creates a clear escalation pathway for both parties.

### Response to Question 3.10 – Account Management

Every Authority will have access to our dedicated and managed BytesCCS@bytes.co.uk mailbox to facilitate direct communication with the Bytes Adobe team. Authorities will also be provided with direct line telephone numbers to the Bytes Adobe team.

Our Adobe team is comprised of 5 experienced Adobe specialists who will assist with quoting, queries, and order processing. They are all experienced in managing the Adobe ETLA aggregated agreement. With the responsibility for delivering high standards of customer service, they are supported by other specialist Bytes teams including Purchasing and Accounts. The BytesCCS@bytes.co.uk mailbox will be the main point of contact for each authority for the Adobe ETLA agreement.

All customers on the CCS ETLA agreement will also be aligned to a named Bytes Account Manager who they can also contact when needed. These account managers will also promote the Adobe Aggregated agreement across the wider Public Sector, encouraging other authorities to participate in it.

Bytes will also promote the agreement through the use of webinars and other promotional materials to encourage further participation.

Bytes have a standard 4-hour SLA for all customers.

Details of our standard SLAs have been provided below, although these can be modified to meet customers specific requirements-

- Telephone Support - 9.00am to 5.30pm, Mon-Fri.
- Telephone Response - No Voicemail Policy, Mobile Numbers provided
- Product queries and Quote Requests - Responded to within 4 hours; Closed within 24 hours; Whilst unresolved, progress updates every working day
- Order Processing – Will form part of the compiled single purchase orders which will be sent to Adobe by the various deadlines throughout the agreement
- Invoices - Submitted once Adobe invoice Bytes. This could be up to a month after product delivery

Upon award of the contract each participating authority will be proactively contacted by our Bytes Adobe team with pricing for their year 1 license requirements.

Our proposed engagements are outlined in the comments section of the below table:

Year	By Date	Activity	Comments
1	21 Feb 2023	Contract Commencement	<ul style="list-style-type: none"><li>○ New agreement kick-off</li><li>○ Agree communications to participating authorities</li></ul>



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			<ul style="list-style-type: none"><li>○ [REDACTED]</li></ul>
	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"><li>■ [REDACTED]</li><li>■ [REDACTED]</li></ul>

Bytes will provide each authority with a clear view of the agreement milestones over the duration of the 3-year contract and seek to work with the customers throughout the term by adding value and guiding authorities.

Although not mentioned in the specification for the new Agreement, the expiring agreement had the facility for new customers to join in quarterly intervals. If this is required, our account management plan will be updated to reflect this.

Buyer Meetings will be represented from Bytes by the Divisional Director of Strategic Frameworks, the Commercial Operations Manager and members of the Bytes Adobe Team.

The management of the current CCS ETLA agreement has enabled us to develop our processes and refine our procedures through the lessons learned with the current engagement. Therefore, we have increased the number of people in the team to improve response times in place to meet and exceed SLA's. We have also been providing regular training and support to all our Adobe team members to ensure continual improvement through the lifecycle of the agreement.

## **Response to Question 4.1 – Social Value**

### **A. Creating a Diverse Supply Chain**

Bytes has and will continue to develop its supply chain partners. We rely on these for the delivery of software products and services to our customers. Wherever possible these are SMEs and to support them we have policies in place that ensure they are paid on-time or quicker. We work in close partnership with our suppliers in delivery of projects, knowing that closer collaboration ultimately brings customer success.

The range of products and services required in this contract, together with the different types of customer, means that customers will likely require a wide range of different services in order to implement and manage their Adobe software estate. Over the years, Bytes has built up a very diverse range of supply chain partners to help fulfil our customer needs and we will continue to develop these. Many of these partners are niche and best of breed organisations, often new start-up organisations or SMEs. We will continue to support them in the development of their business throughout the contract by involving them in defining customers technical requirements, and their subsequent delivery.

With our specialist software services division, we monitor the marketplace for innovation and new and up-coming trends. Bytes have an excellent position in the marketplace, resulting in us having many new potential Solution providers who want to be part of our supply chain. Our Adobe practice and partner management team are always keen to see what these potential partners can offer, especially in areas where we do not have an offering. Our priority is to recruit new partners who are smaller organisations, therefore more agile, and where we can form a stronger and more strategic partnership with and help them grow their businesses and create new employment opportunities.

### **B. Supporting Innovation**

Bytes success has been built on delivering cost effective and innovative solutions to our customers that deliver true business benefits.

As a major reseller to the UK public sector, Bytes works very closely with major vendors in the sale of their products and identifying new solutions on the horizon. A major part of the work we do with them is on new products and services that could be of interest in the Public Sector and bringing those innovative solutions to customers as soon as they are available.

To further support innovation in the supply chain, we partner with a wide range of specialist IT service companies, many of whom are SME's and very focussed on individual technology areas. These partners are often used to assist Buyers to deploy, maintain and optimise their estate, making the best use of their entitlements. They deliver customers innovative ways of working and can ensure customers obtain higher value through their agreements and maximise use of their entitlements.

Software vendors, including Adobe and service delivery partners regularly visit Bytes and deliver training on new solutions to our account teams and specialists. This ensures our Account managers are kept constantly up to date on existing and emerging technologies. As well as delivering training, our vendors and partners also work collaboratively with our

Account Managers on customer requirements and we can connect Buyers directly to Adobe and other vendors to further explore potential solutions.

Our team of Public Sector Account managers are in constant contact with Buyers to understand the use of their technologies and where there might be opportunities to make their organisation more efficient and secure. Bytes have significant opportunity to discuss customer requirements with vendors to discover additional innovative solutions.

All of our Customer Account Managers have an outstanding understanding of Adobe products and technologies, this is supported by a broad team of licensing specialists, technical experts and consultants. With our specialist software services division, we are constantly monitoring the marketplace for innovation and new and up-coming trends.

#### **D. Demonstrating collaboration through the supply chain.**

By the very nature of this contract, Adobe will be our major supply chain partner in its delivery. As one of the most prominent and respected Adobe partners, we have and continue to collaborate with Adobe on the delivery of the majority of their products and ensuring value for money to customers. This collaboration extends to the varying hierarchies of the Adobe business from their Senior Execs, through to technical, account management and administrative levels.

Although we already have many supply chain partners already assisting us with Adobe technologies in our customers, we see Adobe as key in the opportunity to extend our excellent supply chain partnerships. There are many types of technology partners in the UK. From sole traders, who are just starting their business, through to SMEs, VCSEs and larger organisations.

We view our supply chain partners as an extension of our own Bytes teams. With their excellent technical capability and expertise, they are essential to ensuring the technologies we provide to our customers deliver true value, business benefit, and provide a maximum return on investment. We are also open with customers in introducing our partners to them. We may introduce a number of partners to a Buyer, enabling them to make a fair and informed decision on the best partner that suits their need.

We hold high values on our employment practices and on the benefits we are giving to the community, we expect all our suppliers and their suppliers to hold similar values. These values cover areas such as modern slavery, equal opportunities, the living wage, environmental, and much more. Every year we assess and select our suppliers through a formal tendering process which monitors their progress on social value issues.

Call-Off Schedule 4 (Call-Off Tender)

Framework Version 2.0

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**Response to Question 5.1 – Price Schedule**



**CCSO22A24  
NFC151 Adobe Licenses  
Attachment 4 - Price Schedule  
v4 18/01/2023**

You must complete all blue cells, you must not overwrite any other cells. The Supplier Costs must reflect the buy in price (from Adobe or a distributor).

To obtain CCS ETLA pricing from Adobe please contact:

Veronica Hollingsworth: [vholling@adobe.com](mailto:vholling@adobe.com) +44 (0)7824456625

**Supplier Name:**

**Supplier ETLA Maximum Mark-up:**

**Supplier VIP and other non-ETLA Maximum Mark-up:**

Bytes Software Services	
These Mark-ups are fixed as a maximum for the entire Term of any Call Off Contract and apply to all in scope products and Buyers, including those who choose to vary their Contract to add in a VIP agreement at a later date.	

Call-Off Schedule 4 (Call-Off Tender)

Framework Version 2.0

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The below information is calculated by adding the Total Annual ETLA Value with the Total Annual VIP and other non-ETLA Value, and then multiplying by 3 (the number of years in the agreement) less perpetual amounts as these only apply to a single year. This value is utilised for the Commercial Evaluation. Do not overwrite the green cell below.

Total Commercial Evaluation Value (across ALL participating Buyers):

£ 14,802,721.32



Crown  
Commercial  
Service

CCSO22A24  
NFC151 Adobe Licenses  
Attachment 4 - Price Schedule  
v4 18/01/2023

You must complete all blue cells, you must not overwrite any other cells. The Supplier Cost from Adobe must reflect the buy in price (the amount charged by Adobe to a Supplier) of a single license (or transaction bundle) utilising the CCS ETLA. To obtain CCS ETLA pricing please contact:  
Veronica Hollingsworth: [vholling@adobe.com](mailto:vholling@adobe.com) +44 (0)7824456625

The Supplier Costs from Adobe and Mark-ups on this Tab are fixed for the duration of the Term and may not be increased at any point. Nothing precludes the Supplier reducing the Supplier Charges.

Supplier Maximum Mark-up for ETLA products. Mark-ups must be below 3% and to a maximum of four decimal places:



Product	Supplier Cost from Adobe for a Single License for a single year or in the case of Adobe Sign the cost of a bundle of 10,000 transactions	Supplier Charges (Supplier Cost + Supplier Mark-up) for a Single License or Credit	Estimated Total Annual Volume (Across ALL participating Buyers)
Acrobat NUL			
Acrobat Standard DC			

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The below information is calculated by multiplying your Supplier Charges with the Total Annual Volume. Do not overwrite the green cell below.

Total Annual ETLA Value:	£4,875,964.46
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**CCSO22A24**  
**NFC151 Adobe Licenses**  
**Attachment 4 - Price Schedule**  
**v4 18/01/2023**

You must complete all blue cells, you must not overwrite any other cells. The Supplier Cost must reflect the buy in price (the amount charged by Adobe or a distributor to a Supplier) of a single license (or credit/transaction or other as specified) under a 1 Year VIP (or other non-ETLA) agreement. Please contact your usual Adobe Account Manager or distributor for pricing.

The Supplier Costs on this Tab are variable up to the point of order then fixed for the duration of the VIP (or other non-ETLA agreement). Mark-ups on this Tab are fixed for the duration of the Term and may not be increased at any point. Nothing precludes the Supplier reducing the Supplier Charges.

**Supplier Maximum Mark-up for VIP and other non-ETLA products. Mark-ups must be below 3% and to a maximum of four decimal places:**

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Crown Copyright 2023

[illegible]

Call-Off Schedule 4 (Call-Off Tender)

Framework Version 2.0

Crown Copyright 2023

Connect v12 (subscription license)			1
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The below information is calculated by multiplying your Supplier Charges with the Total Annual Volume. Do not overwrite the green cell below.

**Total Annual VIP and other non-ETLA Value:**

## Call-Off Schedule 6 (ICT Services)

### 1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Buyer Property"** the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

**"Buyer Software"** any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

**"Buyer System"** the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables

**"Defect"** any of the following:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

**"Emergency Maintenance"** ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

**"ICT Environment"** the Buyer System and the Supplier System;

**"Licensed Software"** all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

**"Maintenance Schedule"** has the meaning given to it in paragraph 8 of this Schedule;

**"Malicious Software"** any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"New Release"** an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether

Contract for Adobe Licensing



or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

**"Open Source Software"** computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

**"Operating Environment"** means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated

**"Permitted Maintenance"** has the meaning given to it in paragraph 8.2 of this Schedule;

**"Quality Plans"** has the meaning given to it in paragraph 6.1 of this Schedule;

**"Sites"** has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

**"Software"** Specially Written Software, COTS Software and non-COTS Supplier and third party Software;

**"Software Supporting Materials"** has the meaning given to it in paragraph 9.1 of this Schedule;

**"Source Code"** computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

**"Specially Written Software"** any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

**"Supplier System"** the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

## **2 When this Schedule should be used**

2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

### **3 Buyer due diligence requirements**

- 3.1 This paragraph 3 applies where the Buyer has conducted a Further Competition. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2 operating processes and procedures and the working methods of the Buyer;
  - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
  - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3 a timetable for and the costs of those actions.

### **4 Software warranty**

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2 all components of the Specially Written Software shall:
    - 4.1.2.1 be free from material design and programming errors;
    - 4.1.2.2 perform in all material respects in accordance with the relevant specifications and Documentation; and
    - 4.1.2.3 not infringe any IPR.

### **5 Provision of ICT Services**

- 5.1 The Supplier shall:
- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Contract and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
  - 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
  - 5.1.3 ensure that the Supplier System will be free of all encumbrances;
  - 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
  - 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## 6 Standards and Quality Requirements

- 6.1 The Supplier shall, where specified by the Buyer as part of their Further Competition, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7 ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

## 8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer undertaking a Further Competition, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 9 Intellectual Property Rights in ICT

### 9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
- 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
- 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - 9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

### 9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer

- 9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:
- (a) of its own Existing IPR that is not COTS Software;
  - (b) third party software that is not COTS Software
- 9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such

Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
  - 9.3.4.1 will no longer be maintained or supported by the developer; or
  - 9.3.4.2 will no longer be made commercially available

### **9.4 Buyer's right to assign/novate licences**

- 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
  - 9.4.1.1 a Central Government Body; or
  - 9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

### **9.5 Licence granted by the Buyer**

- 9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a

confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

## **9.6 Open Source Publication**

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1 suitable for publication by the Buyer as Open Source; and

9.6.1.2 based on Open Standards (where applicable),  
and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3 do not contain any material which would bring the Buyer into disrepute;

9.6.2.4 can be published as Open Source without breaching the rights of any third party;

9.6.2.5 will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6 do not contain any Malicious Software.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## **9.7 Malicious Software**

9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data

- (whilst the Government 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; and
- 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## **10 Supplier-Furnished Terms**

### **10.1 Software Licence Terms**

- 10.1.1 Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call-Off Schedule 6.

### **10.2 Software Support & Maintenance Terms**

- 10.2.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call-Off Schedule 6.

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## **ANNEX A**

### **Non-COTS Third Party Software Licensing Terms – NOT USED**



## **ANNEX B**

### **COTS Licensing Terms**

For ETLA products – standard Adobe ETLA terms as amended by the terms within the CCS ETLA. Relevant product terms also apply.

<https://www.adobe.com/uk/legal/terms/enterprise-licensing.html>

For VIP products – standard Adobe terms for VIP. Relevant product terms also apply.

<https://www.adobe.com/uk/howtobuy/buying-programs/vip-terms.html>

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## **ANNEX C**

### **Software Support & Maintenance Terms**

Support Terms can be found from the following link:

[https://helpx.adobe.com/uk/x-productkb/policy-pricing/policy\\_enterprise\\_lifecycle.html](https://helpx.adobe.com/uk/x-productkb/policy-pricing/policy_enterprise_lifecycle.html)

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## **ANNEX D**

**Software as a Service Terms – NOT USED**

## **Annex E**

**Device as a Service Terms – NOT USED**

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or [REDACTED] (delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least **three (3) Months’** notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.



## Call-Off Schedule 14 (Service Levels)

### Definitions

In this Part Call-Off Schedule 14, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Critical Service Failure”** Means a failure to meet a Service Level Threshold in respect of a Service Level

**Performance Monitoring Report** Means a Performance Monitoring Report as specified by Section 3 of this Call-Off Schedule 14

**"Service Level Failure"** means a failure to meet the Service Level Performance Measure in respect of a Service Level;

**"Service Level Performance Measure"** shall be as set out against the relevant Service Level in the Annex to Section 2 of this Call-Off Schedule 14; and

**"Service Level Threshold"** shall be as set out against the relevant Service Level in the Annex to Section 2 to this Call-Off Schedule 14

### 1. What happens if you don't meet the Service Levels

- 1.1 The Supplier shall at all times provide the Deliverables to meet the Service Level Performance Measure for each Service Level.
- 1.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Section 2 to this Schedule 14.
- 1.3 The Supplier shall send Performance Monitoring Reports to the Buyer in accordance with the provisions of Section 3 (Performance Monitoring) of this Call-Off Schedule 14.

### 2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 2.1 the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this paragraph 2 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Section 2: Service Levels**

### **1. Service Levels**

- 1.1 If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
  - 1.1.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer;
  - 1.1.2 instruct the Supplier to comply with the Rectification Plan Process; and/or
  - 1.1.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

**ANNEX 1 TO SECTION 2: SERVICES LEVELS TABLE**

<b>Service Level Performance Criterion</b>	<b>Key Indicator</b>	<b>Service Level Threshold</b>
Issues valid Invoices on time	Accuracy /Timelines	Any failure to meet any timelines
Provides support in line with the Account Management Plan	Delivery to Time	Any failure to meet any timelines



### **Section 3: Performance Monitoring**

#### **1. Performance Monitoring and Performance Review**

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of the proposed process for monitoring and reporting of Service Levels, and the Parties will try to agree the process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") as agreed pursuant to paragraph 1.1 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - and
  - 1.2.5 such other details as the Buyer may reasonably require.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a annual basis to review by Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued at such location and time (within normal business hours) as the Parties may agree;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative;
  - and
  - 1.3.3 be fully minuted by the Supplier, with the minutes circulated by to all attendees at the relevant meeting and also any other recipients agreed at the relevant meeting.
- 1.4 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

Call-Off Schedule 14 (Service Levels)

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