



Crown
Commercial
Service

RM6168: ESTATE MANAGEMENT SERVICES SHORT ORDER FORM TEMPLATE

Estate Management Services (Short Form) Order Form**Call-Off Ref: TIS0660**

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PART 1: CONTRACT PARTICULARS

Buyer Name	The Insolvency Service
Buyer Contact	[REDACTED]
Buyer Address	[REDACTED]
Invoice Address (if different)	[REDACTED]
Buyer's Authorised Representative	[REDACTED]
Buyer's Data Protection Officer	[REDACTED]
Buyer's Environmental Policy	INSS Environmental Policy V1.0
Buyer's Security Policy	INSS Physical Security Policy V2.0 INSS Information Risk Policy (IG.ISMS.D.5.2) V1.8 INSS Guidance What is Personal Data V1.0
Buyer's Security Representative	ITSEC: [REDACTED] Physical Security: [REDACTED]
Supplier Name	Avison Young (UK) Limited
Supplier Contact	[REDACTED]
Supplier Address	[REDACTED]
Registration Number	06382509
DUNS Number	21-015-8990
SID4GOV ID	21-015-8990
Payment Method	BACS
Supplier's Authorised Representative	[REDACTED]
Supplier's Contract Manager	[REDACTED]
Supplier's Data Protection Officer	[REDACTED]

Estate Management Services (Call-Off Form) Order Form**Call-Off Ref: TIS0660**

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Supplier's Security Representative	
Commercially Sensitive Information	Commercial Pricing
Framework Ref	RM6168
Call-Off Lot	1
Estate Management Services	Estate Management Services on a call-off basis
Call-Off (Order) Ref	CCS CUA Reference: EMS-28494-2023 INSS Reference: TIS0660
Call-Off (Order) Date	20/11/2023
Call-Off Charges	As per agreed CCS Lot 1 fee schedule and used on a project-by-project basis. Appended to this contract as Call-Off Schedule 5 Pricing Details.
Call-Off Start Date	20/11/2023
Call-Off Expiry Date	The day falling 24 months after the Call-Off Start Date.
Extension Period	Two (2) discretionary extension periods of 12-months each with not less than one (1) month's written notice.
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 £50,000.00
Progress Report Frequency	Monthly for General Account Management and Ad-Hoc as required for ongoing matters.
Progress Meeting Frequency	On a quarterly basis

CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading "Call-Off Incorporated Terms" are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

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DELIVERABLES**The Requirement**

Provision of Estates Management Services (in line with Lot 1 specification) on a call-off basis.

PERFORMANCE OF THE DELIVERABLES**Key Staff****Key Subcontractors**

N/A

Attestation:**For and on behalf of the Supplier****Signature****Name****Role****Date**

20/11/2023

For and on behalf of the Buyer**Signature****Name****Role****Date**

20/11/2023

Estate Management Services (Short Form) Order Form**Call-Off Ref: TIS0660**Crown Copyright 2018

Part 2: OTHER APPLICABLE TERMS**CALL-OFF INCORPORATED TERMS**

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

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6168**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for **RM6168**

- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

Call-Off Schedules for **RM6168**

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)

5. CCS Core Terms (version 3.0.10)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**

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.

REIMBURSABLE EXPENSES

In accordance with INSS T&S Policy.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

SOCIAL VALUE COMMITMENT

In accordance with Framework commitments and Avison Young's Carbon Reduction and Sustainability Plans.

Estate Management Services (Short Form) Order Form

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1. ANNEX 1: PROCESSING PERSONAL DATA

The Contractor is not authorised to process any personal information on the Employer's behalf. Each party will be a data controller for their respective purposes and data processing activities.



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CALL-OFF CONTRACT CORE TERMS

ESTATES PROFESSIONAL SERVICES

TIS0660

RM6168 ESTATES MANAGEMENT SERVICES

FRAMEWORK

1. Definitions Used in the Contract

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

2. How the Contract Works

- 2.1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4. If the Buyer decides to buy Deliverables under the Framework Contract, it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- 2.4.1. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
- 2.4.2. create new Call-Off Schedules;
- 2.4.3. exclude optional template Call-Off Schedules; and/or
- 2.4.4. use Special Terms in the Order Form to add or change terms.
- 2.5. Each Call-Off Contract:
- 2.5.1. is a separate Contract from the Framework Contract;
- 2.5.2. is between a Supplier and a Buyer;
- 2.5.3. includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
- 2.5.4. survives the termination of the Framework Contract.
- 2.6. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- 2.8.1. verify the accuracy of the Due Diligence Information; or

2.8.2. properly perform its own adequate checks.

2.9. To the extent consistent with the requirements of any Law, CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10. The Supplier warrants and represents that all statements made, and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What Needs to be Delivered

3.1. All deliverables

3.1.1. The Supplier must provide Deliverables:

3.1.1.1. 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);

3.1.1.2. to a professional standard;

3.1.1.3. using reasonable skill and care;

3.1.1.4. using Good Industry Practice;

3.1.1.5. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;

3.1.1.6. on the dates agreed; and

3.1.1.7. that comply with Law.

3.1.2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects. Notwithstanding the foregoing, it is acknowledged that professional advice and reports will only be warranted as accurate as at the date of the report.

3.2. Goods Clauses

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

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

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

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

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

- 3.2.6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this, it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.3. Services Clauses
- 3.3.1. Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2. The Supplier must co-operate with the Buyer and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3. The Supplier must, at its own risk and expense, provide all Supplier Equipment required to Deliver the Services.
- 3.3.4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

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

4. Pricing and Payments

- 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3. All Charges and the Management Charge:
 - 4.3.1. exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.3.2. include all costs connected with the Supply of Deliverables.
- 4.4. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5. A Supplier invoice is only valid if it:
 - 4.5.1. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - 4.5.2. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - 4.5.3. does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

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

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

5. The Buyer's Obligations to the Supplier

5.1. If Supplier Non-Performance arises from an Authority Cause:

5.1.1. neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;

5.1.2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;

5.1.3. the Supplier is entitled to additional time needed to make the Delivery; and

5.1.4. the Supplier cannot suspend the ongoing supply of Deliverables.

5.2. Clause 5.1 only applies if the Supplier:

5.2.1. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;

5.2.2. demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and

5.2.3. mitigated the impact of the Authority Cause.

6. Record Keeping and Reporting

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

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

6.2.1. during the Contract Period;

6.2.2. for 7 years after the End Date; and

6.2.3. in accordance with GDPR,

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

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

6.4. During an Audit, the Supplier must:

6.4.1. allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

- 6.4.2. provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.
- 6.6. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.6.1. tell the Relevant Authority and give reasons;
 - 6.6.2. propose corrective action; and
 - 6.6.3. provide a deadline for completing the corrective action.
- 6.7. The Supplier must provide CCS with a Self-Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- 6.7.1. the methodology of the review;
 - 6.7.2. the sampling techniques applied;
 - 6.7.3. details of any issues; and
 - 6.7.4. any remedial action taken.
- 6.8. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier Staff

- 7.1. 7.1 The Supplier Staff involved in the performance of each Contract must:
- 7.1.1. be appropriately trained and qualified;
 - 7.1.2. be vetted using Good Industry Practice and the Security Policy; and
 - 7.1.3. comply with all conduct requirements when on the Buyer's Premises.
- 7.2. Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

- 7.5. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.6. The Buyer agrees that it shall give the Supplier reasonable notice if it intends to make an offer of employment to any Supplier Staff whose employment by the Buyer would lead to the Supplier being unable to provide the Deliverables in accordance with the requirements of any Law.

8. Rights and Protection

- 8.1. The Supplier warrants and represents that:
- 8.1.1. it has full capacity and authority to enter into and to perform each Contract;
 - 8.1.2. each Contract is executed by its authorised representative;
 - 8.1.3. it is a legally valid and existing organisation incorporated in the place it was formed;
 - 8.1.4. 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;
 - 8.1.5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - 8.1.6. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - 8.1.7. it is not impacted by an Insolvency Event; and
 - 8.1.8. it will comply with each Call-Off Contract.
- 8.2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3. The Supplier indemnifies both CCS and every Buyer against each of the following:
- 8.3.1. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 8.3.2. non-payment by the Supplier of any Tax or National Insurance.
- 8.4. All claims indemnified under this Contract must use Clause 26.
- 8.5. The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

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

9. Intellectual Property Rights

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

9.1.1. receive and use the Deliverables; and

9.1.2. make use of the deliverables provided by a Replacement Supplier.

9.2. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a perpetual, royalty-free, irrevocable, transferable worldwide licence to use any Existing IPRs and New IPRs created under for the purpose of fulfilling its obligations during the Contract Period.

9.3. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

9.6.1. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or

9.6.2. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

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

be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the Contract or any Subcontract

10.1. Contract Period

10.1.1. Contract Period

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

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

10.2. Ending the contract without a reason

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

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

10.3. Rectification plan process

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

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

10.3.2.1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or

10.3.2.2. 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.

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

10.3.3.1. must give reasonable grounds for its decision; and

10.3.3.2. may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised

Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4. When CCS or the buyer can end a contract

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

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

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

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

- 10.4.3.1. the Relevant Authority rejects a Rectification Plan;
- 10.4.3.2. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);

10.4.3.3. if there is a declaration of ineffectiveness in respect of any Variation; or

10.4.3.4. any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5. When the supplier can end the contract

10.5.1. 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.

10.6. What happens if the contract ends

10.6.1. What happens if the contract ends

10.6.2. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

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

10.6.2.2. Accumulated rights of the Parties are not affected.

10.6.2.3. The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

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

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

10.6.2.6. 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).

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

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

10.6.4.1. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

10.6.4.2. 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.

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

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

10.7. Partially ending and suspending the contract

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

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

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

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

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

10.7.5.1. reject the Variation; or

10.7.5.2. increase the Charges, except where the right to partial termination is under Clause 10.2.

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

10.8. When subcontracts can be ended

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

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

11. How Much You Can be Held Responsible For

- 11.1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3. No Party is liable to the other for:
 - 11.3.1. any indirect Losses; or
 - 11.3.2. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4. In spite of Clause 11.1 and 11.2, neither Party limits nor excludes any of the following:
 - 11.4.1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 11.4.2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - 11.4.3. any liability that cannot be excluded or limited by Law;
 - 11.4.4. its obligation to pay the required Management Charge or Default Management Charge.
- 11.5. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

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

11.8.1. Deductions; and

11.8.2. any items specified in Clauses 11.5 or 11.6.

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

12. Obeying the Law

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

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

12.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

13.1. 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.

14. Data Protection

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

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

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

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

14.5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the

Supplier must notify the Relevant Authority and immediately suggest remedial action.

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

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

14.6.2. restore the Government Data itself or using a third party.

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

14.8. The Supplier:

14.8.1. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;

14.8.2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

14.8.3. unless otherwise required by Law, must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

14.8.4. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and

14.8.5. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What You Must Keep Confidential

15.1. Each Party must:

15.1.1. keep all Confidential Information it receives confidential and secure;

15.1.2. except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and

15.1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

-
- 15.2.1.where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 15.2.2.if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 15.2.3.if the information was given to it by a third party without obligation of confidentiality;
- 15.2.4.if the information was in the public domain at the time of the disclosure;
- 15.2.5.if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 15.2.6.on a confidential basis, to its auditors;
- 15.2.7.on a confidential basis, to its professional advisers on a need-to-know basis;
- or
- 15.2.8.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.
- 15.3. In spite of Clause 15.1, 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.
- 15.4. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1.on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- 15.4.2.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;
- 15.4.3.if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 15.4.4.where requested by Parliament; or
- 15.4.5.under Clauses 4.7 and 16.

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

15.6. Transparency Information is not Confidential Information.

15.7. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When You Can Share Information

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

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

16.2.1. publish the Transparency Information;

16.2.2. comply with any Freedom of Information Act (FOIA) request; and/or

16.2.3. comply with any Environmental Information Regulations (EIR) request.

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

17. Invalid Parts of the Contract

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

18. No Other Terms Apply

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

19. Other People's Rights in a Contract

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

20. Circumstances Beyond Your Control

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

20.1.1. provides a Force Majeure Notice to the other Party; and

20.1.2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships Created by the Contract

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

22. Giving Up Contract Rights

22.1. 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.

23. Transferring Responsibilities

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

23.2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority. The Relevant Authority agrees that before making any assignment, novation or transfer it will provide the Supplier with reasonable notice to allow it to comply with any requirements which may apply to it under any Law.

23.3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

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

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

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

23.6.1. their name;

23.6.2.the scope of their appointment; and

23.6.3.the duration of their appointment.

24. Changing the Contract

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

24.2. The Supplier must provide an Impact Assessment either:

24.2.1.with the Variation Form, where the Supplier requests the Variation; or

24.2.2.within the time limits included in a Variation Form requested by CCS or the Buyer.

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

24.3.1.agree that the Contract continues without the Variation; or

24.3.2.terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or

24.3.3.refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

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

24.5. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

24.6.1.that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

24.6.2.of how it has affected the Supplier's costs.

24.7. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms

of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to Communicate about the Contract

- 25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2. Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with Claims

- 26.1. If a Beneficiary is notified of a Claim, then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2. At the Indemnifier's cost the Beneficiary must both:
 - 26.2.1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 26.2.2. give the Indemnifier reasonable assistance with the claim if requested.
- 26.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

26.7.1.the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

26.7.2.the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing Fraud, Bribery and Corruption

27.1. The Supplier must not during any Contract Period:

27.1.1.commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or

27.1.2.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.

27.2. The Supplier must during the Contract Period:

27.2.1.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;

27.2.2.keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and

27.2.3.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.

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

27.3.1.been investigated or prosecuted for an alleged Prohibited Act;

27.3.2.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;

27.3.3.received a request or demand for any undue financial or other advantage of any kind related to a Contract; or

27.3.4.suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

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

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

27.5.1. Prohibited Act;

27.5.2. identity of the Party who it thinks has committed the Prohibited Act; and

27.5.3. action it has decided to take.

28. Equality, Diversity and Human Rights

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

28.1.1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

28.1.2. any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

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

29. Health and Safety

29.1. The Supplier must perform its obligations meeting the requirements of:

29.1.1. all applicable Law regarding health and safety; and

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

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

30. Environment and Sustainability

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

30.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Sustainability Policy and its obligations therein, which the Buyer must provide.

30.3. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental and Sustainability Policies.

31. Tax

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

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

31.2.1.the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

31.2.2.other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

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

31.3.1.comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

31.3.2.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.

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

31.4.1.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;

31.4.2.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;

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

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

32. Conflict of Interest

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

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

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

33. Reporting a Breach of the Contract

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

33.1.1.Law;

33.1.2.Clause 12.1; or

33.1.3.Clauses 27 to 32.

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

34. Resolving Disputes

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

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

wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

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

34.3.1. determine the Dispute;

34.3.2. grant interim remedies; and/or

34.3.3. grant any other provisional or protective relief.

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

34.5. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which Law Applies

35.1. This Contract and any Disputes 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 Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

Achieve	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
Additional Insurances	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
Admin Fee	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
Annex	extra information which supports a Schedule;
Approval	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
Audit	the Relevant Authority's right to: 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); 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; c) verify the Open Book Data;

	<p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
Auditor	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
Authority	CCS and each Buyer;
Authority Cause	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
BACS	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
Beneficiary	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
Buyer	the relevant public sector purchaser identified as such in the Order Form;

Buyer Assets	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
Buyer Authorised Representative	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
Buyer Premises	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
Call-Off Contract	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
Call-Off Contract Period	the Contract Period in respect of the Call-Off Contract;
Call-Off Expiry Date	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
Call-Off Incorporated Terms	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
Call-Off Initial Period	the Initial Period of a Call-Off Contract specified in the Order Form;
Call-Off Optional Extension Period	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
Call-Off Procedure	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
Call-Off Special Terms	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date	the date of start of a Call-Off Contract as stated in the Order Form;
Call-Off Tender	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
CCS	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
CCS Authorised Representative	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
Change in Law	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
Change of Control	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Charges	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
Claim	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
Commercially Sensitive Information	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
Compliance Officer	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
Contract	either the Framework Contract or the Call-Off Contract, as the context requires;
Contract Period	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;

Contract Value	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
Contract Year	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
Control	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
Controller	has the meaning given to it in the GDPR;
Core Terms	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
Costs	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> 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) workplace accommodation; viii) workplace 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; f) 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; g) 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 h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) 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;

	l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
CRTPA	the Contract Rights of Third Parties Act 1999;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 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;
Data Protection Liability Cap	the amount specified in the Framework Award Form;
Data Protection Officer	has the meaning given to it in the GDPR;
Data Subject	has the meaning given to it in the GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Deductions	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
Default	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
Default Management Charge	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
Delay Payments	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
Deliverables	Goods and/or Services that may be ordered under the Contract including the Documentation;
Delivery	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

Disclosing Party	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
Dispute	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
Dispute Resolution Procedure	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Documentation	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: a) 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 b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
DPA 2018	the Data Protection Act 2018;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
Effective Date	the date on which the final Party has signed the Contract;
EIR	the Environmental Information Regulations 2004;
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any

	other Regulations implementing the European Council Directive 77/187/EEC;
End Date	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
Environmental Policy	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
Equality and Human Rights Commission	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Estimated Year 1 Charges	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
Estimated Yearly Charges	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or 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;
Exempt Buyer	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council;

	<p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
Exempt Call-off Contract	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
Exempt Procurement Amendments	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
Existing IPR	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
Expiry Date	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
Extension Period	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies;

	d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Framework Award Form	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
Framework Contract	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
Framework Contract Period	the period from the Framework Start Date until the End Date of the Framework Contract;
Framework Expiry Date	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
Framework Incorporated Terms	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
Framework Optional Extension Period	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
Framework Price(s)	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
Framework Special Terms	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
Framework Start Date	the date of start of the Framework Contract as stated in the Framework Award Form;
Framework Tender Response	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
Further Competition Procedure	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679);
General Anti-Abuse Rule	e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

General Change in Law	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Goods	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> 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;
Guarantor	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
HMRC	Her Majesty's Revenue and Customs;
ICT Policy	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
Impact Assessment	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation;

	<p>c) 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;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
Implementation Plan	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
Indemnifier	a Party from whom an indemnity is sought under this Contract;
Independent Control	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ Independent Controller ” shall be construed accordingly;
Indexation	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Information Commissioner	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
Initial Period	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
Insolvency Event	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of</p>

	<p>arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
Installation Works	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
Intellectual Property Rights or IPR	<p>a) 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,</p>

	<p>goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invoicing Address	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
IPR Claim	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
IR35	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
Joint Controller Agreement	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing;
Key Staff	the individuals (if any) identified as such in the Order Form;
Key Sub-Contract	each Sub-Contract with a Key Subcontractor;
Key Subcontractor	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) 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>c) 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,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>

Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
Law	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
LED	Law Enforcement Directive (Directive (EU) 2016/680);
Losses	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Lots	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
Management Charge	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
Management Information or MI	the management information specified in Framework Schedule 5 (Management Charges and Information);
MI Default	means when two (2) MI Reports are not provided in any rolling six (6) month period
MI Failure	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
MI Report	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
MI Reporting Template	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
Milestone	an event or task described in the Implementation Plan;
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

Month	a calendar month and " Monthly " shall be interpreted accordingly;
National Insurance	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
New IPR	<p>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>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>but shall not include the Supplier's Existing IPR;</p>
Occasion of Tax Non-Compliance	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
Open Book Data	<p>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> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing:

	<ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) 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>g) 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>h) the actual Costs profile for each Service Period;</p>
Order	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
Order Form	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
Order Form Template	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
Other Contracting Authority	any actual or potential Buyer under the Framework Contract;
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

Parliament	takes its natural meaning as interpreted by Law;
Party	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. " Parties " shall mean both of them where the context permits;
Performance Indicators or PIs	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
Personal Data	has the meaning given to it in the GDPR;
Personal Data Breach	has the meaning given to it in the GDPR;
Personnel	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
Prescribed Person	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Processing	has the meaning given to it in the GDPR;
Processor	has the meaning given to it in the GDPR;
Processor Personnel	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
Progress Meeting	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
Progress Meeting Frequency	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
Progress Report	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
Progress Report Frequency	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
Prohibited Acts	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>vii) induce that person to perform improperly a relevant function or activity; or</p>

	<p>viii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
RICS	Royal Institute of Chartered Surveyors
Recall	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
Recipient Party	the Party which receives or obtains directly or indirectly Confidential Information;
Rectification Plan	<p>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>b) full details of the Default that has occurred, including a root cause analysis;</p> <p>c) the actual or anticipated effect of the Default; and</p> <p>d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default</p>

	from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
Rectification Plan Process	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
Regulations	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Reimbursable Expenses	<p>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> <ul style="list-style-type: none"> a) 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 b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
Relevant Authority	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
Relevant Authority's Confidential Information	<ul style="list-style-type: none"> a) 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); b) 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 <p>information derived from any of the above;</p>
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Reminder Notice	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;

Replacement Deliverables	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Subcontractor	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
Replacement Supplier	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
Request For Information	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
Required Insurances	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
Satisfaction Certificate	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
Security Management Plan	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
Security Policy	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Self Audit Certificate	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
Serious Fraud Office	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Service Levels	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
Service Period	has the meaning given to it in the Order Form;
Services	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;

Service Transfer	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
Service Transfer Date	the date of a Service Transfer;
Sites	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> 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;
SME	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
Special Terms	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
Specific Change in Law	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
Specification	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
Standards	any: <ul style="list-style-type: none"> a) 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; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
Start Date	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

Statement of Requirements	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
Storage Media	the part of any device that is capable of storing and retrieving data;
Sub-Contract	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
Subcontractor	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
Subprocessor	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
Supplier	the person, firm or company identified in the Framework Award Form;
Supplier Assets	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
Supplier Authorised Representative	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
Supplier's Confidential Information	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) 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; c) Information derived from any of (a) and (b) above;
Supplier's Contract Manager	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

Supplier Equipment	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
Supplier Marketing Contact	shall be the person identified in the Framework Award Form;
Supplier Non-Performance	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
Supplier Profit	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
Supplier Profit Margin	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Staff	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
Supporting Documentation	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
Test Issue	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
Test Plan	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
Tests	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off

	Contract and " Tested " and " Testing " shall be construed accordingly;
Third Party IPR	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transparency Information	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; an (ii) Commercially Sensitive Information;
Transparency Reports	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
Variation	any change to a Contract;
Variation Form	the form set out in Joint Schedule 2 (Variation Form);
Variation Procedure	the procedure set out in Clause 24 (Changing the contract);
VAT	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
VCSE	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Worker	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) <p>https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</p>
Working Day	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
Work Day	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
Work Hours	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

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 5.1 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 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 two million pounds £2,000,000
 - 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 two million pounds £2,000,000
 - 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

Joint Schedule 4 (Commercially Sensitive Information)**1. What is Commercially Sensitive Information?**

- 1.1 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.
- 1.2 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).
- 1.3 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
1	Contract Start Date	The Supplier's Commercial Pricing	Contract Term.
2	Contract Start Date	The Supplier's Proprietary Commercial Information	Indefinitely.

Call-Off Schedule 5 (Pricing Details)

The Supplier's Pricing shall be in accordance with the current CCS Framework Pricing, embedded here:



04.TIS0660 RM6168

Lot 1 Pricing Avison

This document is appended to the contract at Call-Off Schedule 5, Annex 1 (Lot 1 Pricing Avison Young).

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form 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 the Buyer Approves such removal or replacement (not to be unreasonably withheld or 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)

1. Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

"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 Part A of this Schedule; and

"Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.4.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 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 3 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.

Part A: Service Levels

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

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.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

1.a.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 A to Part A: Services Levels

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
Account Management Good account management and working relationships maintained.	Satisfaction Linked to Contract Performance Matrix	Service achieves "Meeting Expectations".	Three instances of "Major Concerns" in a 12-month Period.
Response Time All emails acknowledged within 2 Working Day(s).	Accuracy and Timeliness	99% of all emails responded to within the deadline within a monthly reporting period.	Aggregate score falls below 90% within a 12-month period.
Requests For Quote: Routine Matters Fee quotes for routine fixed fee matters supplied within 5 Working Day(s) of receipt using agreed Instruction Proforma.	Accuracy and Timeliness	99% of all requests for quote (routine matters) responded to within the deadline within a monthly reporting period.	Aggregate score falls below 90% within a 12-month period.
Requests For Quote: Non-Routine Fee quotes for non-routine matters to be supplied within 10 Working Day(s) of receipt using agreed Proforma unless required urgently. *	Accuracy and Timeliness	99% of all requests for quote (non-routine matters) responded to within the deadline within a monthly reporting period.	Aggregate score falls below 90% within a 12-month period.

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
Monthly Tracker Reports and Quarterly Dashboard Reports Report emailed 5 Working Day(s) ahead of meetings with updates on ongoing jobs, PO information, fees and 3rd party costs. Dashboard reports provided as agreed within 2 Working Day(S) of Quarterly Meeting	Accuracy and Timeliness Linked to Contract Performance Matrix	99% of all MI reports received within deadline. Service Achieves "Meeting Expectations".	Aggregate scores below 90% within a 12-month period. Three instances of "Major Concerns" in a 12-month Period.
Invoice Submission and Billing Report Accurate invoices submitted in accordance with agreed fee, with PO number and time and rate breakdown. Monthly report of fees billed with PO, value and total remaining on PO provided in line with the dashboard requirements.	Accuracy and Timeliness	99% of all MI reports received within deadline.	Aggregate scores below 90% within a 12-month period.

* "Urgent" matters to be agreed by exception and are exempt from KPI reporting.

Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.2.3 details of any Critical Service Level Failures;
 - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 2.2.5 such other details as the Buyer may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 2.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 2.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 2.5 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 and the calculations of the amount of Service Credits for any specified Service Period.

3. Satisfaction Surveys

- 3.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)**1. Definitions**

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1** The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

- 2.2** The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

- 2.3** Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1** The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

- 3.2** The Buyer may provide revised instructions to the Supplier's Contract Manager's in regard to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3** Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1** The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2** The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3** In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4** Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5** The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1** Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2** The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3** The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4** The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

ANNEX: CONTRACT BOARDS

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Details of project boards to be agreed on a project-by-project basis as each new matter arises. As a minimum, the details to be agreed shall be:

1. Terms of Reference.
2. Attendees.
3. Location.
4. Frequency.
5. Meetings and Actions.