**Framework Contract, Core terms, Framework Schedules and Joint Schedules**

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**Framework Schedule 1 (Specification)**

**Introduction and Background**

The purpose of this Framework Contract is to provide Government and wider public sector organisations with an evolved Creative framework agreement that will enable the best possible outcomes for communication campaigns and events whilst providing value for the taxpayer.

This section sets out the overarching scope of the Services that the Agency is required to provide to Crown Commercial Service (CCS) and the Clients under this Framework Contract and the relevant Call-Off Contracts. It provides a high level description of what the Services entail, together with any specific standards applicable to the Services.

* 1. The Agency(s) shall:
		1. deliver innovative, best in class communications to achieve desired Client outcomes.
		2. be capable of delivering value for money, as well as providing excellent customer service;
		3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
		4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Contract in particular being open and transparent in relation to the Charges, the placement of media and the access to and provision of data in relation to the Services.
		5. This Framework Contract is part of the delivery of Public Service Communications. The Agency will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.
	2. **Scope**
		1. The Agency(s) shall be required to deliver Services for the Lot(s) they are bidding for, throughout the United Kingdom (on a national, regional and local basis) and international locations.
		2. For each Call-Off Contract under this Framework Contract the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure, which is in Framework Schedule 7 - Call-Off Award Procedure of this Framework Contract.
		3. The Agency shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Contract.
		4. Agencies can only subcontract/partner up to deliver services within the scope of their Lot.
	3. **Clients**
		1. This Framework Contract covers requirements across a wide and diverse Client base - the Agency shall support the varied requirements and budgets of all Clients irrespective of size.
		2. Clients of this Framework Contract will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.
	4. **Client Personnel**
		1. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agency(s). The Agency(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agency with alternative personnel with similar levels of seniority and experience.
	5. **Client Briefs**
		1. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agency and the outcome to be achieved. The Agency shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper based Briefs shall be accepted. The Agency shall follow the Call-Off Award Procedure.
		2. The Agency shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agency has received written confirmation to proceed with the Brief.
	6. **Required Services: Summary**
		1. The Agency(s) will be required to provide Services in relation to the supply of the Services to Clients including:
1. ensuring adherence to public sector accessibility requirements <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>;
2. taking Orders for the Services from Clients;
3. undertaking to meet all Client requirements;
4. complying with any Key Performance Indicators and service levels, and any reporting requirements;
5. complying with CCS's Management Information requirements;
6. providing a dedicated senior account manager to resolve any issues arising from the Framework Contract and/or Client Call-Off Contract;
7. providing a support function to deal with Client enquiries and issues;
8. conforming to the Charging Structure;
9. undertaking any billing requirements.
	1. **Required Services: Account Management**
		1. The Agency(s) shall provide comprehensive account management services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency(s) team structure and approach shall reflect this flexible requirement, avoiding a “one-size” fits all approach.
		2. The Agency(s) structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Contract and the Call-Off Contracts.
		3. The Agency(s) will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed for Clients.
		4. The Agency(s) will deliver an agile solution that provides for each and every Client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
		5. If required by the Client, the Agency(s) will allocate specific named account teams.
		6. The Agency(s) will have a clear and simple escalation process for the Clients and subcontractors.
	2. **Required Services: Working with others**
		1. The Agency(s) will be required to:
10. work collaboratively on projects with other Clients of this Framework Contract, and
11. manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.
	1. **Required Services: Reporting and analysis**

The Agency(s) shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agency shall:

* + 1. provide Management Information detailing work carried out by the Agency on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Contract (Management Charges and Information)
		2. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client’s behalf are compatible with the Client’s data management systems.
	1. **Pricing Transparency**
		1. Where applicable, the Agency(s) will disclose to the Client any commission, discount or rebate earned by the Agency(s) arising in respect of third party costs directly related to the Projects. The Client will receive the full benefit of such commission, discounts or rebates.
	2. **Contracting arrangements**

Clients can select different types of contracting arrangements to suit their campaign needs including but not limited to:

* Campaign agreement for a specified campaign or for a defined period covering multiple campaigns
* Standby agreement for a fixed period of time to work on any number of campaigns. Payment for this arrangement is per campaign and no work is committed.
* Retainer agreement for a fixed period of time where you agree to pay an Agency a firm retainer fee on a regular basis
* Contracts should not exceed a four year period including any extensions.

	1. **Social Value**

This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.

As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.

Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.

Agencies should consider the following policy themes, as a minimum:

* COVID-19 recovery;
* Tackling economic inequality;
* Fighting climate change;
* Equal opportunity; and
* Wellbeing

Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.

The Client’s requirements will be set out in the Call-Off Procedure.

The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.

The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.

The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

**Lot 5 - Events**

1. **Core Services**

This Lot is for specialist events agencies who are capable of delivering high profile, complex, high value or strategically important domestic, international and global events. Services will be delivered throughout the UK and / or overseas via all formats.

Agencies will deliver the end to end strategy, development, production, management, delivery and evaluation of events.

This may include but is not limited to global summits, major conferences, international trade shows and exhibitions, state visits, ceremonies, experiential and associated engagement activity.

Agencies must be able to orchestrate and manage different partners (either through CCS Framework partners, network, affiliates, associates and beyond) to deliver end to end solutions to provide the Client’s event requirements in their entirety, including the ability to operate in a domestic and international capacity.

This includes effectively managing the supply chain and all teams involved in the integrated event management process to fulfil the Client’s specification with a focus on sustainable solutions.

Core services including strategic planning, design and delivery, account management and reporting must not be subcontracted.

Agencies will provide comprehensive account management services to the Client. Account management requirements will be fully defined at Client Call-Off Contract stage, however all Briefs will have an allocated lead and agencies will have a clear and simple escalation process for Clients and subcontractors.

Agencies are required to provide access to suitably experienced and qualified talent at all times.

This includes attracting, deploying, retaining and developing talent to meet Client needs over the duration of the Framework Contract.

Agencies are also required to work collaboratively and effectively with multiple stakeholders, partners and other agencies of the Client to ensure smooth delivery of the events, achieve best value and drive best outcomes.

The agency shall deliver a wide range of events services in formats such as virtual, hybrid, experiential and face to face including but not limited to:

* 1. **Strategy and Content**
* End to end event advice, strategy, planning, design, delivery, management and production for high level, large scale national, international and global events in the UK and overseas
* Creative concept creation and implementation
* Content development, delivery and management
* Development, management and delivery of revenue generation strategy including but not limited to sponsorship, partnership, strategic activations, value in kind and missions and sale of tangible assets
	1. **Design and Management**
* Design, build, installation and management
* Project planning and management
* Integrated marketing, communications and media activity to support events
* Supply and management of all equipment including office supplies, furniture, signage
* Management of stakeholders, sponsors, all event agencies and related parties
* Management of and liaison of protocols for VIPs including Heads of State, foreign dignitaries and entourages
* Delegate attraction, recruitment and management (registrations, data capture and insight) and communication
* Speaker / contributor recruitment and management
* Financial management including management of paying events, financial reconciliation, budget management, processing of grant payments
* Resource management - planning and delivery
* Security management
* Risk mitigation and management
* Quality control
* Customer relationship management (CRM)
	1. **Provision of Services and Products**
* Provision of IT equipment including laptops, tablet computers, touch screen style devices, portable and all other devices
* Provision and management of all technical requirements including platforms and

remote experience delivery such as mixed, augmented, virtual and extended reality

* Management of IT integration, security and governance
* Venue sourcing, contracting & management
* Provision and management of catering services
* Provision and management of entertainment
* Provision of merchandise and gifts
* Researching and booking accommodation
* Security and ground transportation of venue sites, where appropriate
* Full service multi language simultaneous interpretation and translation facilities
* Transcription services
* Full accessibility compliance, including live sub titles, BSL interpreters, sign language
* Provision of media centre
* Provision of other on site services including First Aid
* 24/7 UK based support

* 1. **Technical Requirements**
* Provision and management of virtual events including hybrid and other formats
* Provision and management of virtual platforms and facilities to cater for all types and scale of events, including accreditation portals
* Full range of interactive functions and engagement tools including, chat, polling, moderated Q&A, whiteboards, networking, moderated social media content sharing, integration with social/communications apps, bespoke and customised interactive formats
* Platforms must be compliant with latest GDPR legislation and highest level of prevailing digital security certification
* Real-time translation capability to the priority languages (as a minimum) listed in section 2.2
* Encryption of platform data
* Provision of live streaming
* Provision and management of host broadcasting services
* Provision and management of audio visual systems
* Provision of associated ICT hardware, software, cloudware and ICT support
* Provision and management of networking functionality
	1. **Reporting and Evaluation**
* Reporting (real time and post event), analysis and evaluation of events against objectives and KPIs, including delegate feedback

**Framework Schedule 7 Call-Off Award Procedure**

**Part 1: Order Procedure**

**Overview**

* 1. This Framework Schedule sets out the Call-Off Procedure for all Clients and Agencies to follow.
	2. CCS reserves the right to change this Call-Off Procedure.
	3. All Clients listed under the FTS Notice may award a Call-Off Contract under this Framework Contract.
	4. The Client may appoint an agent to act on their behalf, this includes completing this Call-Off Procedure.
	5. CCS is not responsible for the actions of any Client.

**Client reserves the right not to award**

* 1. A Call-Off Procedure may be cancelled at any time. The Client is not obliged to award any Call-Off Contract.
	2. At any time during the Further Competition Procedure, the Client may go back to any previous stage in the Procedure and amend requirements.
	3. The Agency may ask clarification questions relating to the Client’s requirements. The Client will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Framework Agencies.

**How services will be bought**

* 1. The Client shall award a Call-Off Contract in accordance with the Further Competition Procedure as set out in Clause 1.10 below or through a Direct Award as set out in Clause 1.12.
	2. Further Competition Procedure
		1. Develop a Brief. The Client shall develop a Brief detailing what is needed from the Agency and the outcome that the Agency shall be required to deliver. As a minimum the Brief must include:
			1. an outline of the business challenge/issue, including any known targets
			2. details of any mandatory activities, channels or specialist services that should be included within any proposed solution
			3. the evaluation method and criteria for assessing Framework Agencies against the Brief, based on the Further Competition Award Criteria together with a timetable for the evaluation Procedure
			4. a request for interested Framework Agencies to respond
			5. the Agency’s Proposal due date.
		2. The Client is advised but not mandated to include the below in the Brief:
			1. a budget range
			2. geographical location of work (if required)
			3. any security clearances needed
			4. a clarification period for Agencies to ask questions about the Brief. The time frame for this clarification period shall be outlined in the Brief
			5. any other information that the Client considers necessary to enable Agencies to submit a Proposal and a template Brief layout is attached as Annex A to this Schedule.
		3. The Client is advised to engage with Framework Agencies before starting the below stages, including providing preliminary details of the requirement for Framework Agency feedback.
		4. The Client shall undertake the required stage (Clause 1.10.4 Written Proposal) and may choose to undertake one or more of the optional stages set out below:
		5. **Pre-Market Engagement (Recommended but Optional).** If a Client chooses to undertake pre-market engagement the Client:
			1. shall send the draft Brief to all Framework Agencies asking for a response for the purposes of assisting with market engagement, as detailed within the Brief
			2. may hold a market engagement event where they shall invite all Framework Agencies, in person or online, to develop the Brief
			3. may choose to update the Brief and re-issue the Brief to all Framework Agencies
		6. Where a Client chooses to undertake pre-market engagement the Agency may respond to the Client. The response may include detail about any industry developments which could affect the Client's business need.
		7. **Agency Shortlisting (Recommended but Optional).** If a Client chooses to undertake Agency shortlisting the Client:
			1. shall send the Brief to all Framework Agencies.
			2. shall send questions relating to the requirements set out in the Brief to Framework Agencies which require a “Yes” or “No” response (the “Shortlisting Questions”) and shall indicate the timeframe in which these must be completed.
			3. shall only proceed with Framework Agencies that have responded ‘Yes’ to all the Shortlisting Questions to the next stage of the Procedure.
		8. Where a Client chooses to undertake Agency shortlisting the Agency:
			1. shall respond to the Shortlisting Questions answering “Yes” or “No”.
			2. may be unable to proceed to the next stage where they have failed to answer the Shortlisting Questions or provided a “No” response.
		9. Written Proposal (Required). The Client shall undertake the written Proposal stage for all Call-Off Contracts under this Framework Contract. The Client:
			1. shall send the Brief to all Framework Agencies (or only those shortlisted Agencies if the Client has undertaken Agency shortlisting under clause1.10.7
			2. shall score the Agency’s Proposal against the evaluation method and scoring system outlined in the Brief.
		10. During the undertaking of the written Proposal stage the Framework Agencies:
			1. shall submit their written Proposal in line with the requirements in the Client’s Brief including timeframe and format.
			2. shall be required to demonstrate how they will deliver the fully integrated solution, including whether the services will be delivered solely by their ‘in-house’ capability or whether they intend to Sub-Contract any element(s) of the Services delivering the solution. Where an Agency declares that it intends to Sub-Contract any element(s) of the Services, the Agency shall be required to clearly state in its response:
				+ The name of the Sub-Contractor(s)
				+ The Companies House Registration number of the Sub- Contractor(s)
				+ The registered address of the Sub-Contractor(s) and the address of the premises from where the services will be delivered
				+ Details of the services that will be Sub-Contracted
				+ the estimated value of the work that will be Sub-Contracted
		11. **Pre-Pitch Feedback (Recommended when including a pitch but Optional)** The Client may choose to undertake a pre-pitch feedback session with each of the Agencies invited to pitch, to provide feedback on the general direction of the Agency's high level creative approach. These take place before the pitch and are not evaluated.
		12. **Pitch (Recommended but Optional).** If a Client chooses to undertake further shortlisting the Client shall:
			1. set out in the Brief sent to all Framework Agencies the evaluation method and scoring system to be used for shortlisting
			2. conduct a quality assessment of the written Proposal in line with the shortlisting evaluation method and scoring system outlined in the Brief
			3. only proceed with those Framework Agencies who have been successfully shortlisted in accordance with the evaluation method and scoring system outlined in the Brief.
		13. Where a Client chooses to undertake further shortlisting the Agency shall address the shortlisting requirements in its written Proposal.
		14. **Pitching the proposal (Recommended but Optional).** If the Client chooses to undertake a pitching stage, the Client shall:
			1. specify in the Brief that the written Proposal must be supported by a further submission in the form of:
				+ a presentation;
				+ a face to face pitch; or
				+ such other submission as the Client may specify,
			2. score the Agency’s further submission against the evaluation method and scoring system outlined in the Brief, and
		15. If the Client chooses to undertake a pitching stage, the Agency shall provide the further submission in accordance with the requirements in the Client’s Brief.
		16. The Client shall ensure that the Further Competition Procedure used is proportionate to the complexity and value of the Client’s Brief.
		17. The Client shall award a Call-Off Contract to the successful Framework Agency in accordance with the methodology set out in the Brief.
		18. At all stages the Client shall notify unsuccessful Framework Agencies and may provide the Framework Agencies with feedback.
		19. An Agency shall inform the Client if at any stage it does not wish to participate in the Further Competition Procedure.
	3. Further Competition Award Criteria
		1. The Client is advised but not mandated to use the GCS evaluation framework found here: <https://gcs.civilservice.gov.uk/publications/evaluation-framework/> The Client has discretion to develop the Further Competition Award Criteria as it deems appropriate.
		2. The Client will evaluate the Agency’s Proposal against the following criteria to determine which of the Framework Agencies provides the most economically advantageous solution from the perspective of the Client. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

|  |  |
| --- | --- |
| **Criteria** | **Percentage Weightings** |
| Quality\* | 60 - 95% |
| Price | 5 - 40% |
| TOTAL | 100% |

\* For organisations in scope of PPN 06/20, they must give Social Value a minimum of 10% of the total scoring

* + 1. Weightings and sub-weightings for the evaluation criteria will be set by the Client and must add up to 100%.
		2. Where the Client has chosen to undertake a Pitch, the Client will evaluate quality and price in the Written stage to identify Agencies to invite to Pitch.
	1. Direct Award (Lot 2 only)
		1. The Client awarding a Call-Off Contract under this Contract without holding a further competition shall:
			1. develop a clear Brief
			2. apply the direct award criteria to the Agency’s Deliverables as set out in the Specification and Framework Tender Response for all Agencies capable of meeting the Brief in order to establish which Agency provides the most economically advantageous solution
			3. on the basis set out above, award the Call-Off Contract with the successful Agency in accordance with Clause 2 below.
	2. Direct award criteria
		1. The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

|  |
| --- |
| **Criteria** |
| 1. Value for money: e.g. the Client believes that the Agency provides demonstrable value for money, which may include but is not limited to:
* Cost effectiveness;
* Price; and
* Quality.

Social Value For organisations in scope of PPN 06/20, the Buyer should agree with the Agency what they can and will do to help work towards the social value priorities set out in the Framework Schedule 1 (Specification). Rather than setting targets for the Agency, Clients should discuss with the Agency what would be an appropriate and proportionate commitment, and this commitment will form part of the Call-off Contract. Clients would then evaluate the Agency’s performance against this commitment as part of ongoing contract management. |

1. **Awarding and creating a Call-Off Contract**
	1. A Client may award a Call-Off Contract with the Agency by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Client) of the Letter of Appointment Template set out in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules).
	2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 2 shall not constitute a Call-Off Contract under this Contract.
	3. On receipt of an Order Form as described in Paragraph 2.1 from a Client the Agency shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Client concerned.
	4. On receipt of the countersigned Order Form from the Agency, the Client shall send (including by electronic means) a written notice of receipt to the Agency within two (2) Working Days and the Call-Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.
	5. The Agency acknowledges that the Client is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Client, in relation to:
		1. the conduct of Client in relation to this Contract; or
		2. the performance or non-performance of any Call-Off Contracts between the Agency and Client entered into pursuant to this Contract.
2. **Awarding and creating an Exempt Call-off Contract**
	1. Paragraph 1.9 above shall not apply to an Exempt Client.
	2. If a potential Exempt Client decides to source Deliverables through this Framework Contract, it will award an Exempt Call-off Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 3 and in accordance with any legal requirements applicable to that potential Exempt Client.
	3. A potential Exempt Client may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 1 above as modified by Paragraph 3.4 below or through a Further Competition Procedure in accordance with Paragraph 1 as modified by Paragraph 3.5 below.
	4. Notwithstanding the procedure set out in Paragraph 1 above, if the potential Exempt Client can determine that:
		1. its Deliverables can be met by the Agency’s catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
		2. the Agency will accept any required Exempt Procurement Amendments,
		3. then the Exempt Client may award an Exempt Call-off Contract to that Agency in accordance with Paragraph 2 above.
	5. If the potential Exempt Client requires the Agency to develop proposals or a solution in respect of Deliverables, then the potential Exempt Client may at its discretion use the procedure set out in Paragraph 1 above as modified by this Paragraph 3.5. In that case, references to “the Regulations” in Paragraph 1 above shall be read as references to “any legal requirements applicable to that potential Exempt Client”, and the Exempt Client shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Client.
	6. Paragraphs 3.1 to 3.5 above are without prejudice to an Exempt Client’s ability to make such further modifications to the Call-Off Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Client.

**Annex A – Brief**

Department/Organisation:

Contact name:

Contact email:

Framework ref:

Date issued:

Response deadline:

Summary

1. The problem
2. Mandatory constraints/ services required
3. Constraints that may preclude agencies from accepting this brief
4. Budget
5. Timescales

The Problem (and Objectives)

1. Outcome goals
2. Business/ brand/ channel objectives
3. SMART objective/ policy objective

Context (Insight)

1. About our organisation
2. Outline of the policy context
3. Data, research and useful links
4. Previous communications activity

Audiences

1. Audience data
2. Current audience insight
3. Customer journey
4. Stakeholders and influencers
5. Think/ feel/ do

Strategy

1. Existing strategy
2. Known sensitivities
3. Branding arrangements
4. Constraints – for example if the strategy must include a certain channel (eg TV)
5. Conflicts of interest/ reputational constraints

Agency requirement (Implementation)

1. Requirements
2. Role of the agency
3. Management and staffing
4. Key delivery milestones

Agency response (Evaluation)

1. OASIS outline
2. Marking scheme
3. Further stage(s)

Appointment and timings (Scoring / Evaluation)

1. Timescales for tender (stages/ award)
2. Contract length
3. Total contract value

**Core Terms**

#  Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

#  How the contract works

* 1. The Agency is eligible for the award of Call-Off Contracts during the Framework Contract Period.
	2. CCS does not guarantee the Agency any exclusivity, quantity or value of work under the Framework Contract.
	3. CCS has paid one penny to the Agency legally to form the Framework Contract. The Agency acknowledges this payment.
	4. If the Client 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 (Letter of Appointment Template and Call-Off Schedules). If allowed by the Regulations, the Client can:
	5. make changes to Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
	6. create new Call-Off Schedules;
	7. exclude optional template Call-Off Schedules; and/or
	8. use Special Terms in the Letter of Appointment to add or change terms.
	9. Each Call-Off Contract:
	10. is a separate Contract from the Framework Contract;
	11. is between an Agency and a Client;
	12. includes Core Terms, Schedules and any other changes or items in the completed Letter of Appointment; and
	13. survives the termination of the Framework Contract until its own End Date.
	14. Where the Agency is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Agency must tell them about this Framework Contract before accepting their order so that they are aware that they could place an order under this Framework Contract.
	15. The Agency 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 Agency.
	16. The Agency will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
	17. verify the accuracy of the Due Diligence Information; or
	18. properly perform its own adequate checks.
	19. CCS and the Client will not be liable for errors, omissions or misrepresentation of any information.
	20. The Agency warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

#  What needs to be delivered

* 1. **All deliverables**
		1. The Agency must provide Deliverables:
	2. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Proposal (if there is one);
	3. to a professional standard;
	4. using reasonable skill and care;
	5. using Good Industry Practice;
	6. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
	7. on the dates agreed; and
	8. that comply with Law.
		1. The Agency must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.
	9. **Services clauses**
		1. The Agency must co-operate with the Client and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
		2. The Agency must at its own risk and expense provide all Agency Equipment required to Deliver the Services.
		3. The Agency must allocate sufficient resources and appropriate expertise to each Contract.
		4. The Agency must take all reasonable care to ensure performance does not disrupt the Client’s operations, employees or other contractors.
		5. The Agency must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
		6. The Client 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.
		7. Late Delivery of the Services will be a Default of a Call-Off Contract.
	10. **Goods clauses**
		1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
		2. All manufacturer warranties covering the Goods must be assignable to the Client on request and for free.
		3. The Agency transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
		4. Risk in the Goods transfers to the Client on Delivery of the Goods, but remains with the Agency if the Client notices damage following Delivery and lets the Agency know within 3 Working Days of Delivery.
		5. The Agency warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
		6. The Agency must deliver the Goods on the date and to the specified location during the Client’s working hours.
		7. The Agency must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
		8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
		9. The Agency must provide all tools, information and instructions the Client needs to make use of the Goods.
		10. The Agency must indemnify the Client against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
		11. The Client can cancel any order or part order of Goods which has not been Delivered. If the Client gives less than 14 days notice then it will pay the Agency’s reasonable and proven costs already incurred on the cancelled order as long as the Agency takes all reasonable steps to minimise these costs.
		12. The Agency must at its own cost repair, replace, refund or substitute (at the Client’s option and request) any Goods that the Client rejects because they do not conform with Clause 3. If the Agency does not do this it will pay the Client’s costs including repair or re-supply by a third party.

# Pricing and payments

* 1. In exchange for the Deliverables, the Agency must invoice the Client for the Charges in the Letter of Appointment or applicable Statement of Work.
	2. CCS must invoice the Agency for the Management Charge and the Agency must pay it using the process in Framework Schedule 5 (Management Charges and Information).
	3. The Agency must invoice the Client for the GCS Management Charge and pass it to CCS when the Agency pays the Management Charge.
	4. All Charges and the Management Charge:
	5. exclude VAT, which is payable on provision of a valid VAT invoice; and
	6. include all costs connected with the Supply of Deliverables.
	7. The Client must pay the Agency the Charges within 30 days of receipt by the Client of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Letter of Appointment.
	8. An Agency invoice is only valid if it:
	9. includes all appropriate references including the Contract reference number and other details reasonably requested by the Client;
	10. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
	11. does not include any Management Charge (the Agency must not charge the Client in any way for the Management Charge).
	12. The Client must accept and process for payment an undisputed Electronic Invoice received from the Agency.
	13. The Client may retain or set-off payment of any amount owed to it by the Agency if notice and reasons are provided.
	14. The Agency 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 Client can publish the details of the late payment or non-payment.
	15. If CCS or the Client can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Agency to provide the Deliverables, then CCS or the Client may require the Agency to use their supplier.
	16. If CCS or the Client uses Clause 4.10 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
	17. The Agency has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

# The client’s obligations to the agency

* 1. If Agency Non-Performance arises from an Authority Cause:
	2. neither CCS or the Client can terminate a Contract under Clause 10.4.1;
	3. the Agency is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
	4. the Agency is entitled to additional time needed to make the Delivery; and
	5. the Agency cannot suspend the ongoing supply of Deliverables.
	6. Clause 5.1 only applies if the Agency:
	7. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
	8. demonstrates that the Agency Non-Performance would not have occurred but for the Authority Cause; and
	9. mitigated the impact of the Authority Cause.

# Record keeping and reporting

* 1. The Agency must attend Progress Meetings with the Client and provide Progress Reports when specified in the Letter of Appointment.
	2. The Agency must keep and maintain full and accurate records and accounts on everything to do with the Contract:
	3. during the Contract Period;
	4. for 7 years after the End Date; and
	5. in accordance with UK GDPR,

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

* 1. The Relevant Authority or an Auditor under the CRTPA can Audit the Agency.
	2. During an Audit, the Agency must:
	3. 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
	4. provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
	5. Where the Audit of the Agency is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
	6. If the Agency is not providing any of the Deliverables, or is unable to provide them, it must immediately:
	7. tell the Relevant Authority and give reasons;
	8. propose corrective action; and
	9. provide a deadline for completing the corrective action.
	10. The Agency must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
	11. the methodology of the review;
	12. the sampling techniques applied;
	13. details of any issues; and
	14. any remedial action taken.
	15. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Agency’s management team that is qualified in either a relevant audit or financial discipline.
	16. If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.
	17. If an Audit reveals:
	18. that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or
	19. a material Default
	20. CCS may terminate this Framework Agreement. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.
	21. The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 6.10.
	22. CCS may from time to time undertake (or procure the undertaking of) a “Client Satisfaction Survey”, to assess the level of satisfaction among some or all Clients with the Deliverables. This may include:
	23. the way in which the Services are provided, performed and delivered;
	24. the quality, efficiency and effectiveness of the supply of the Services;
	25. Agency compliance with this Framework Agreement and any Call-Off Contracts; and
	26. any other assessment CCS deems appropriate for monitoring Client satisfaction.
	27. CCS and the Clients may use the results of any Client Satisfaction Survey to make decisions in relation to this Framework Agreement and any Call-Off Contracts.
	28. When the Agency enters into or extends a Call-Off Contract with a Client, a signed copy of the Call-Off Contract must be provided to CCS within 14 days.

# Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:
	2. be appropriately trained and qualified;
	3. be vetted using Good Industry Practice and the Security Policy; and
	4. comply with all conduct requirements when on the Client’s Premises.
	5. Where a Client decides one of the Supplier’s Staff is not suitable to work on a contract, the Agency must replace them with a suitably qualified alternative.
	6. If requested, the Agency must replace any person whose acts or omissions have caused the Agency to breach Clause 27.
	7. The Agency must provide a list of Supplier Staff needing to access the Client’s Premises and say why access is required.
	8. The Agency indemnifies CCS and the Client against all claims brought by any person employed by the Agency caused by an act or omission of the Agency or any Supplier Staff.

# Rights and protection

* 1. The Agency warrants and represents that:
	2. it has full capacity and authority to enter into and to perform each Contract;
	3. each Contract is executed by its authorised representative;
	4. it is a legally valid and existing organisation incorporated in the place it was formed;
	5. 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;
	6. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
	7. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
	8. it is not impacted by an Insolvency Event;
	9. it will comply with each Call-Off Contract; and
	10. as at the date they are delivered, the Deliverables of a Call-Off Contract may be used for the purposes set out in the Call-Off Contract and comply with all Advertising Regulations.
	11. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Agency provides Deliverables under the Contract.
	12. The Agency indemnifies both CCS and every Client against each of the following:
	13. wilful misconduct of the Agency, Subcontractor and Supplier Staff that impacts the Contract; and
	14. non-payment by the Agency of any Tax or National Insurance.
	15. All claims indemnified under this Contract must use Clause 26.
	16. The description of any provision of this Contract as a warranty does not prevent CCS or a Client from exercising any termination right that it may have for breach of that clause by the Agency.
	17. If the Agency becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Client.
	18. All third party warranties and indemnities covering the Deliverables must be assigned for the Client’s benefit by the Agency.

# Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Agency gives the Client a non-exclusive, royalty-free, irrevocable, transferable licence to use, change and sub-license the Agency’s Existing IPR as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Statement of Work to enable it to both:

(a) receive and use the Deliverables; and

(b) make use of the deliverables provided by a Replacement Agency.

* 1. Subject to the provisions of clause 9.8, any New IPR created under a Contract is owned by the Client. The Client gives the Agency a non-exclusive licence to use any Client Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
	2. 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.
	3. 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.
	4. If there is an IPR Claim, the Agency indemnifies CCS and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
	5. If an IPR Claim is made or anticipated the Agency must at its own expense and the Client’s sole option, either:
	6. obtain for CCS and the Client the rights in Clause 9.1 and 9.2 without infringing any Third Party IPR; or
	7. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
	8. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Client 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 Agency acknowledges that any authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.
	9. The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and the Call-Off Contract, other than any IPR provided to it by CCS or the Client. The Agency shall maintain these licences in full during the Contract Period of this Framework Contract and the Call-Off Contract, save for any Third Party IPR in respect of which the Agency will maintain licences so the Client can use these Third Party IPR for the purposes set out in the Statement of Work. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party IPR.
	10. Unless expressly prohibited in a Call-Off Contract, the Agency will be able during and after the Contract Period to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client’s name and logo for the purposes of promoting its work and its business including on the Agency’s website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client’s prior Approval.
	11. During the Contract Period, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 9, the Agency will retain ownership of all IPR in any materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such materials will be used in a Call-Off Contract the Agency will assign all such IPR to the Client.
	12. The Agency is not liable in connection with a Call-Off Contract for:

9.11.1 any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client’s behalf after the Agency has handed them over;

9.11.2 any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables which arises due to the acts or omissions of the Client;

9.11.3 the Deliverables infringing a third party’s IPR where the Agency had previously notified the Client of a specific risk that the Deliverables infringed third party IPR and the Agency had obtained the prior approval of the Authorised Client Approver to use such Deliverables notwithstanding such notified risk; and/or

9.11.4 the incorporation of Client Existing IPR into the Deliverables provided that the Agency has incorporated and used such Client Existing IPR in accordance with any instructions given by the Client from time to time

* 1. Any marketing materials produced by the Agency in relation to this Framework Contract must comply in all respects with the Branding Guidance.
	2. To the extent permitted by Law, the Agency shall ensure that all Moral Rights relating to Agency IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the relevant materials.
	3. The Agency will use its reasonable endeavours to ensure that all Moral Rights relating to Third Party IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party IPR to procure that Moral Rights are not asserted in respect of the relevant materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any such materials, the Agency will notify the Client and will obtain the Client’s Approval prior to incorporating such materials into the Deliverables.

# Ending the contract or any subcontract

* 1. **Contract Period**
		1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
		2. The Relevant Authority can extend the Contract for the Extension Period by giving the Agency no less than 3 Months' written notice before the Contract expires.
	2. **Ending the contract without a reason**
		1. CCS has the right to terminate the Framework Contract at any time without reason by giving the Agency at least 30 days' notice.
		2. Each Client has the right to terminate their Call-Off Contract at any time without reason by giving the Agency not less than 90 days' written notice.
	3. **Rectification plan process**
		1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Agency provide a Rectification Plan.
		2. When the Relevant Authority receives a requested Rectification Plan it can either:
	4. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
	5. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Agency must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
		1. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
	6. must give reasonable grounds for its decision; and
	7. may request that the Agency provides a revised Rectification Plan within 5 Working Days.
		1. 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).
	8. **When CCS or the client can end a contract**
		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 Agency:
	9. there is an Agency Insolvency Event;
	10. there is a Default that is not corrected in line with an accepted Rectification Plan;
	11. the Agency does not provide a Rectification Plan within 10 days of the request;
	12. there is any material Default of the Contract;
	13. there is any material Default of any Joint Controller Agreement relating to any Contract;
	14. 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;
	15. there is a consistent repeated failure to meet the Key Performance Indicators in Framework Schedule 4 (Framework Management);
	16. there is a Change of Control of the Agency which is not pre-approved by the Relevant Authority in writing;
	17. if the Relevant Authority discovers that the Agency was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
	18. the Agency or its Affiliates embarrass or bring CCS or the Client into disrepute or diminish the public trust in them.
		1. CCS may terminate the Framework Contract if a Client terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
		2. 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 Agency:
	19. the Relevant Authority rejects a Rectification Plan;
	20. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
	21. if there is a declaration of ineffectiveness in respect of any Variation; or
	22. the events in 73 (1) (a) of the Regulations happen.
	23. **When the agency can end the contract**

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

* 1. **What happens if the contract ends**
		1. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
	2. The Client’s payment obligations under the terminated Contract stop immediately.
	3. Accumulated rights of the Parties are not affected.
	4. The Agency must promptly repay to the Client any and all Charges the Client has paid in advance in respect of Deliverables not provided by the Agency as at the End Date.
	5. The Agency must promptly delete or return the Government Data except where required to retain copies by Law.
	6. The Agency must promptly return any of CCS or the Client’s property provided under the terminated Contract.
	7. The Agency must, at no cost to CCS or the Client, co-operate fully in the handover and re-procurement (including to a Replacement Agency).
		1. 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 Agency is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
		2. 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 an Agency terminates a Call-Off Contract under Clause 10.5:
	8. the Client must promptly pay all outstanding Charges incurred to the Agency; and
	9. the Client must pay the Agency reasonable committed and unavoidable Losses as long as the Agency provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Agency if the Contract had not been terminated.
		1. 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.
		2. 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.

* 1. **Partially ending and suspending the contract**
		1. Where CCS has the right to terminate the Framework Contract it can suspend the Agency's ability to accept Orders (for any period) and the Agency cannot enter into any new Call-Off Contracts during this period. If this happens, the Agency must still meet its obligations under any existing Call-Off Contracts that have already been signed.
		2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
		3. Where the Client has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it (including without limitation individual Statements of Work). If the Client suspends a Contract it can provide the Deliverables itself or buy them from a third party.
		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.
		5. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Agency may not either:
	2. reject the Variation; or
	3. increase the Charges, except where the right to partial termination is under Clause 10.2.
		1. The Client can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.
	4. **When subcontracts can be ended**

At the Client’s request, the Agency must terminate any Subcontracts in any of the following events:

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

#  How much you can be held responsible for

* 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 £100,000.
	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 Letter of Appointment.
	3. No Party is liable to the other for:
	4. any indirect Losses; or
	5. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
	6. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
	7. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
	8. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
	9. any liability that cannot be excluded or limited by Law;
	10. its obligation to pay the required Management Charge, GCS Management Charge or Default Management Charge.
	11. In spite of Clauses 11.1 and 11.2, the Agency 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.
	12. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Agency'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.
	13. 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.
	14. When calculating the Agency’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
	15. Deductions; and
	16. any items specified in Clauses 11.5 or 11.6.
	17. If more than one Agency is party to a Contract, each Agency Party is jointly and severally liable for their obligations under that Contract.

# Obeying the law

* 1. The Agency must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
	2. To the extent that it arises as a result of a Default by the Agency, the Agency 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.
	3. The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with Law, Clause 12.1 and Clauses 27 to 32.
	4. The Parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations and will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.
	5. Where the Agency or its Subcontractors perform the Contract outside the United Kingdom they shall do so in accordance with the Law and the local laws applicable to their activity in the relevant country, including without limitation the Modern Slavery Act 2015.

# Insurance

The Agency must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Letter of Appointment.

# Data protection

* 1. The Agency must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
	2. The Agency must not remove any ownership or security notices in or relating to the Government Data.
	3. The Agency must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Client copies every 6 Months.
	4. The Agency must ensure that any Agency 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.
	5. If at any time the Agency suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Agency must notify the Relevant Authority and immediately suggest remedial action.
	6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
	7. tell the Agency 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 Agency finds out about the issue, whichever is earlier; and/or
	8. restore the Government Data itself or using a third party.
	9. The Agency must pay each Party’s reasonable costs of complying with Clause 14.6 unless CCS or the Client is at fault.
	10. The Agency:
	11. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
	12. must have documented processes to guarantee prompt availability of Government Data if the Agency stops trading;
	13. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
	14. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Client unless required by Law to retain it; and
	15. indemnifies CCS and each Client against any and all Losses incurred if the Agency breaches Clause 14 and any Data Protection Legislation.

# What you must keep confidential

* 1. Each Party must:
	2. keep all Confidential Information it receives confidential and secure;
	3. 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
	4. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
	5. 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:
	6. 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;
	7. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
	8. if the information was given to it by a third party without obligation of confidentiality;
	9. if the information was in the public domain at the time of the disclosure;
	10. if the information was independently developed without access to the Disclosing Party’s Confidential Information;
	11. on a confidential basis, to its auditors;
	12. on a confidential basis, to its professional advisers on a need-to-know basis; or
	13. 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.
	14. In spite of Clause 15.1, the Agency may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Agency 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. In spite of Clause 15.1, CCS or the Client may disclose Confidential Information in any of the following cases:
	16. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Client;
	17. 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 Client transfers or proposes to transfer all or any part of its business to;
	18. if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
	19. where requested by Parliament; or
	20. under Clauses 4.7 and 16.
	21. 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.
	22. Transparency Information is not Confidential Information.
	23. The Agency must not share any information with the media, make any media announcement or publicise the Contracts or any part of them including a Brief or any other pre-Contract material or discussions in any way including industry award competitions, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.
	24. Nothing in this Clause shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of this Framework Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of IPR.

# When you can share information

* 1. The Agency must tell the Relevant Authority within 48 hours if it receives a Request For Information.
	2. Within five (5) Working Days of the Client’s request the Agency must give CCS and each Client full co-operation and information needed so the Client can:
	3. publish the Transparency Information;
	4. comply with any Freedom of Information Act (FOIA) request; and/or
	5. comply with any Environmental Information Regulations (EIR) request.
	6. The Relevant Authority may talk to the Agency 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.

# Invalid parts of the contract

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

# No other terms apply

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

# Other people’s rights in a contract

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

# Circumstances beyond your control

* 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:
	2. provides a Force Majeure Notice to the other Party; and
	3. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
	4. 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.

# Relationships created by the contract

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

# Giving up contract rights

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

# Transferring responsibilities

* 1. The Agency cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority’s written consent.
	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.
	3. When CCS or the Client uses its rights under Clause 23.2 the Agency must enter into a novation agreement in the form that CCS or the Client specifies.
	4. The Agency can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
	5. The Agency remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
	6. If CCS or the Client asks the Agency for details about Subcontractors, the Agency must provide details of Subcontractors at all levels of the supply chain including:
	7. their name;
	8. the scope of their appointment; and
	9. the duration of their appointment.

# Changing the contract

* 1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
	2. The Agency must provide an Impact Assessment either:
	3. with the Variation Form, where the Agency requests the Variation; or
	4. within the time limits included in a Variation Form requested by CCS or the Client.
	5. If the Variation cannot be agreed or resolved by the Parties, CCS or the Client can either:
	6. agree that the Contract continues without the Variation; or
	7. terminate the affected Contract, unless in the case of a Call-Off Contract, the Agency has already provided part or all of the provision of the Deliverables, or where the Agency can show evidence of substantial work being carried out to provide them; or
	8. refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
	9. CCS and the Client are not required to accept a Variation request made by the Agency.
	10. If there is a General Change in Law, the Agency must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
	11. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Agency must give CCS and the Client notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
	12. that the Agency has kept costs as low as possible, including in Subcontractor costs; and
	13. of how it has affected the Agency’s costs.
	14. Any change in the Framework Prices or relief from the Agency's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
	15. The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to Call-Off Contracts. The Client will receive the full benefit of such commission, discount or rebate and the Charges shall be varied accordingly.
	16. 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.

# How to communicate about the contract

* 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.
	2. Notices to CCS must be sent to the CCS Authorised Representative’s address or email address in the Framework Award Form.
	3. Notices to the Client must be sent to the Client Authorised Representative’s address or email address in the Letter of Appointment.
	4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

# Dealing with claims

* 1. 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.
	2. At the Indemnifier’s cost the Beneficiary must both:
	3. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
	4. give the Indemnifier reasonable assistance with the claim if requested.
	5. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
	6. 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.
	7. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
	8. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
	9. 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:
	10. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
	11. the amount the Indemnifier paid the Beneficiary for the Claim.

# Preventing fraud, bribery and corruption

* 1. The Agency must not during any Contract Period:
	2. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
	3. do or allow anything which would cause CCS or the Client, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
	4. The Agency must during the Contract Period:
	5. 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;
	6. keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Client on request; and
	7. 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.
	8. The Agency must immediately notify CCS and the Client 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:
	9. been investigated or prosecuted for an alleged Prohibited Act;
	10. 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;
	11. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
	12. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
	13. If the Agency notifies CCS or the Client as required by Clause 27.3, the Agency must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
	14. In any notice the Agency gives under Clause 27.3 it must specify the:
	15. Prohibited Act;
	16. identity of the Party who it thinks has committed the Prohibited Act; and
	17. action it has decided to take.

# Equality, diversity and human rights

* 1. The Agency must follow all applicable equality Law when they perform their obligations under the Contract, including:
	2. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
	3. any other requirements and instructions which CCS or the Client reasonably imposes related to equality Law.
	4. The Agency must take all necessary steps, and inform CCS or the Client of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

# Health and safety

* 1. The Agency must perform its obligations meeting the requirements of:
	2. all applicable Law regarding health and safety; and
	3. the Client’s current health and safety policy while at the Client’s Premises, as provided to the Agency.
	4. The Agency and the Client must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Client Premises that relate to the performance of a Contract.

# Environment

* 1. When working on Site the Agency must perform its obligations under the Client’s current Environmental Policy, which the Client must provide.
	2. The Agency must ensure that Supplier Staff are aware of the Client’s Environmental Policy.

# Tax

* 1. The Agency 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 Client cannot terminate a Contract where the Agency has not paid a minor Tax or social security contribution.
	2. Where the Charges payable under a Contract with the Client 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 Agency must notify CCS and the Client of it within 5 Working Days including:
	3. the steps that the Agency is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
	4. other information relating to the Occasion of Tax Non-Compliance that CCS and the Client may reasonably need.
	5. Where the Agency 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 Agency must both:
	6. 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
	7. indemnify the Client 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 Agency or any of the Supplier Staff.
	8. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Agency must ensure that its contract with the Worker contains the following requirements:
	9. the Client 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 Client can specify the information the Worker must provide and the deadline for responding;
	10. the Worker’s contract may be terminated at the Client’s request if the Worker fails to provide the information requested by the Client within the time specified by the Client;
	11. the Worker’s contract may be terminated at the Client’s request if the Worker provides information which the Client 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
	12. the Client may supply any information they receive from the Worker to HMRC for revenue collection and management.

# Conflict of interest

* 1. The Agency must take action to ensure that neither the Agency nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
	2. The Agency must promptly notify and provide details to CCS and each Client if a Conflict of Interest happens or is expected to happen.
	3. CCS and each Client can terminate its Contract immediately by giving notice in writing to the Agency or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

# Reporting a breach of the contract

* 1. As soon as it is aware of it the Agency and Supplier Staff must report to CCS or the Client any actual or suspected breach of:
	2. Law;
	3. Clause 12.1; or
	4. Clauses 27 to 32.
	5. The Agency must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Client or a Prescribed Person.

# Resolving disputes

* 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.
	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.
	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:
	4. determine the Dispute;
	5. grant interim remedies; and/or
	6. grant any other provisional or protective relief.
	7. The Agency 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.
	8. The Relevant Authority has the right to refer a Dispute to arbitration even if the Agency 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.
	9. The Agency cannot suspend the performance of a Contract during any Dispute.

# Which law applies

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

# Agency doing work for others

* 1. Adverse public perception could have a detrimental impact on the Client’s desired outcomes for a Call-Off Contract. To minimise this risk, the Agency must not, without the Client’s written consent, provide services to a third party during the Contract Period of any Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):
	2. has the potential to adversely affect the Client’s desired outcome of the Call-Off Contract or diminish the trust that the public places in the Client; or
	3. is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
	4. The only exception to this is if the Agency provides services to an existing client, which the Client had been informed about before entering into the relevant Call-Off Contract.
	5. If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 36.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on the Call-Off Contract.
	6. If the Agency breaches Clause 36.1, the Client may terminate the relevant Call-Off Contract or any Statement of Work under it with immediate effect in accordance with Clause 10.4.1.

**Framework Schedule 2 (Framework Tender)**

To be provided post Contract Award if required.

**Framework Schedule 3 (Framework Prices)**

1. **How Framework Prices are used to calculated Call-Off Charges**
	1. The Framework Prices:
		1. will be used as the basis for the charges (and are maximums that the Agency may charge) under each Call-Off Contract; and
		2. cannot be increased except as in accordance with this Schedule.
	2. The Charges shall be calculated in accordance with the terms of the Call-Off Contract and in particular in accordance with the terms of the Order Form.
	3. Any variation to the Charges payable under a Call Off Contract must be agreed between the Agency and the Client and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3.
2. **How Framework Prices are calculated**
	1. The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.
3. **All costs and expenses included in the Framework Prices**
	1. Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
		1. incidental expenses such as travel, subsistence and lodging; or
		2. costs incurred prior to the commencement of any Call Off Contract.
4. **When the Agency can ask to change the Framework Prices**
	1. The Framework Prices will be fixed for the first two Contract Years following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
	2. The Agency shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Agency does not give notice in time then it will only be able to request an increase prior to the next Review Date.
	3. Any notice requesting an increase shall include:
		1. a list of the Framework Prices to be reviewed;
		2. for each Framework Price under review, written evidence of the justification for the requested increase including:
			1. a breakdown of the profit and cost components that comprise the relevant Framework Price;
			2. details of the movement in the different identified cost components of the relevant Framework Price;
			3. reasons for the movement in the different identified cost components of the relevant Framework Price;
			4. evidence that the Agency has attempted to mitigate against the increase in the relevant cost components; and
			5. evidence that the Agency’s profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
	4. CCS shall consider each request for a price increase. CCS may grant Approval to an increase at its sole discretion in whole or in part.
	5. Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.
5. **Other events that allow the Agency to change the Framework Prices**
	1. The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:
		1. a Specific Change in Law in accordance with Clause 24;
		2. a review in accordance with insurance requirements in Clause 13;
		3. a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
		4. a request from the Agency, which it can make at any time, to decrease the Framework Prices; and
6. **When you will be reimbursed for travel and subsistence**
	1. Expenses shall only be recoverable where:
		1. the Order Form states that recovery is permitted; and
		2. they are Reimbursable Expenses and are supported by Supporting Documentation.
	2. The Client shall provide a copy of their current expenses policy to the Agency upon request.

**Annex 1: Rates and Prices**

To be provided at Contract Award if required.

**Framework Schedule 4 (Framework Management)**

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

|  |  |
| --- | --- |
| **"Supplier Framework Manager"** | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and
 |
| **"Supplier Review Meetings"** | 1. has the meaning given to it in Paragraph 3.9 of this Schedule.
 |

1. **How CCS and the Agency will work together**
	1. The successful delivery of this Contract will rely on the ability of the Agency and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
	2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Agency and CCS.
	3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.
2. **Framework Management**

**Framework Management Structure**

* 1. The Agency shall provide a suitably qualified nominated contact (the " Agency Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
	2. The Agency shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Key Performance Indicators.
	3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
	4. Following discussions between the Parties following the Framework Start Date, where requested by CCS the Agency shall produce and issue to CCS a draft supplier action plan (the "Agency Action Plan"). CCS shall not unreasonably withhold or delay its agreement to the draft Agency Action Plan. The Agency Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Agency of the draft Agency Action Plan.
	5. The Agency Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Agency Action Plan shall be notified by CCS to the Agency. The Agency shall not unreasonably withhold its agreement to any changes to the Agency Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Agency of CCS’s notification.
	6. The Agency agrees to comply with its obligations in the Agency Action Plan as updated from time to time.
	7. The Agerncy shall comply with all requests from CCS in regard to compliance requirements as required including:
		1. Dun and Bradstreet risk failure score monitoring;
		2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
		3. invoice payment performance; and
		4. verification of required accreditations & certifications.
	8. Agency’s should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Agency being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

**Supplier Review Meetings**

* 1. Regular performance review meetings will take place at CCS’s premises or elsewhere as agreed by the Parties throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time. The Parties shall be flexible about the timings of these meetings.
	2. The Supplier Review Meetings will review the Agency’s performance under this Contract and, where applicable, the Agency’s adherence to the Agency Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Agency in advance.
	3. CCS may ask the Agency to discuss any instances known to the Agency where any Other Contracting Authority decided not to use this Framework Contract for their order.
	4. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Agency Framework Manager.

**Strategic Management Reviews**

* 1. The Agency Framework Manager and CCS will meet at least every six Months.
	2. CCS sees these meetings as a vital element in developing a strategic relationship with the Agency and building in a positive working relationship. The content of these meetings will be agreed between both Parties at least 14 Working Days before the date of the Strategic Management Review. However, as a minimum they will consider:
		1. overall Framework Contract performance, including the Agency’s supply chain;
		2. performance, and its usage of SMEs to supply and/or deliver goods and services;
		3. efficiency opportunities;
		4. benchmarking, including progress against Government efficiency targets;
		5. market conditions;
		6. policy updates including emerging Government initiatives, and
		7. security and risk management.

**Management Review Meetings**

* 1. Management Review Meetings will be held every quarter between CCS, the Agency ’s Framework Manager(s) and representatives from key Clients. The meeting agenda will cover, but not be limited to, the following:
		1. transition and on-boarding of key new Clients (milestones and progress against targets) including contract compliance and Agency sector strategies (key Clients can be defined as those who are of a strategic importance to the success of the framework)
		2. performance against Key Performance Indicators (KPIs)
		3. framework revenue and savings performance, submission of MI and sector revenue performance
		4. incident and problem management
		5. forward planning, opportunities and future efficiencies including standardisation and rationalisation
		6. Client Satisfaction Surveys (quality and delivery of the Deliverables etc);
		7. new service roadmaps, and
		8. support to category teams relating to cashable benefits.
	2. The information reviewed at the meetings will be based on MI provided by the Supplier.

**Operational Review Meetings**

* 1. Operational Review Meetings will be held on a regular basis (to be agreed by CCS) every quarter between CCS and the Agency’s framework management team. They will cover, but not be limited to, the same information as will be discussed in Management Review Meetings.
	2. At CCS’s discretion, the Management and Operational Review Meetings may be combined**.**
1. **How the Agency’s Performance will be measured**

The Agency’s performance will be measured by the following Key Performance Indicators (“KPI”):

|  |  |  |
| --- | --- | --- |
| **Key Performance Indicator (KPI)** | **KPI Target** | **Measured by** |
| 1. **Framework management**
 |
| * 1. Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month
 | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within the RMI system) |
| * 1. All undisputed invoices to be paid within 30 calendar days of issue
 | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system). |
| * 1. Agency self-audit certificate sent to CCS in accordance with the Framework Agreement
 | 100% | Confirmation of receipt and time of receipt by CCS |
| * 1. Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report
 | 100% | Confirmation by CCS of completion of the actions by the dates identified in the Audit Report |
| 1. **Operational efficiency/price savings**
 |
| * 1. The Agency to deliver against the Agency Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation
 | 100% | Confirmation by CCS of the cost savings achieved by the dates identified in the Agency Action Plan |
| 1. **Demand management services**
 |
| * 1. The Agency to deliver against the Agency Action Plan to derive further cost savings over the Framework Contract Period continuous improvement and innovation
 | 100% | Confirmation by CCS of the cost savings achieved by the dates identified in the Agency Action Plan |
| 1. **Data & Transparency**
 |
| * 1. The Agency to provide the level of data and transparency required by the Authority and the Client.
 | 100% | Monthly, Quarterly or Annual Review conducted by CCS. |

|  |
| --- |
| 1. **Customer satisfaction**
 |
| * 1. Services provided under Call-Off Contracts to the satisfaction of Client against Lot specific metrics
 | 80% | Confirmation by CCS of the Agency’s performance against customer satisfaction surveys |
| 1. **Social Value**
 |
| * 1. Embedding Government’s Social Value commitments into business as usual and work with CCS to agree and establish Social Value Standards for the marketing industry
 | Report against agreed standards | Reviewed formally on an annual basis and discussed quarterly in SRM meetings. |

**Lot 5 - Events**

The Agency shall, in conjunction with the Client and/or CCS, conduct quarterly or annual reviews.

The below KPIs are linked to the Supplier Relationship Management programme that will be put in place between the Agency, CCS and or Client.

|  |  |  |
| --- | --- | --- |
| Key Performance Indicator (KPI) | KPI Target  | Measured by |
| 1. Sustainability  |
| 1.1 Sustainability is addressed proactively in response to briefs and in ongoing contracts to reduce Carbon Footprint. | CCS and clients satisfied that appropriate sustainability strategy is in place and sustainable solutions used as standard across all events delivered | Quarterly or bi-annual review of sustainability strategy and implementation conducted by CCS |
| 2. Continuous improvement |
| 2.1 Use of learnings and results from previous events and wider industry to inform events strategies and delivery  | CCS and clients are satisfied that all events delivered address previous learnings or industry best practice  | Quarterly or bi-annual review conducted by CCS with agency |
| 3. Innovation |
| 3.1 Innovative solutions are proposed in brief responses and in ongoing contracts  | CCS and clients are suitably satisfied that the Agency has been and is continuing to provide innovative solutions | Quarterly or bi-annual Review conducted by CCS with agency   |
| 4. Supply chain management |
| 4.1 Demonstration of robust supply chain management to ensure smooth delivery and best value and outcomes for events  | CCS satisfied that the Agency has effective processes in place | Quarterly or bi-annual Review conducted by CCS with agency  |
| 5. Social value |
| 5.1 Demonstration of action to ensure Modern Slavery regulations are adhered to throughout the supply chain domestically and internationally  | Publication of Modern Slavery statement | Quarterly or bi-annual review conducted by CCS with agency |

* 1. The Agency shall comply with the KPIs and establish processes to monitor its performance against them and the Agency’s achievement of KPIs shall be reviewed during the Supplier Review Meetings.
	2. CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Contract Period, however any significant changes to KPIs shall be agreed between CCS and the Agency in accordance with the Variation Procedure.
	3. CCS reserves the right to use and publish the performance of the Agency against the KPIs without restriction.
1. **What the Agency must do to measure their performance**
	1. The Agency shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
		1. tracking uptake and product costs, in order to demonstrate that Clients are buying more smartly;
		2. developing additional KPIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
	2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Agency. Such metrics shall be incorporated into the list of KPIs set out in this Schedule.
	3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.
2. **What to do if CCS and the Agency can’t agree about the performance**
	1. In the event that CCS and the Agency are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Agency’s Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
	2. In cases where CCS Authorised Representative and the Agency’s Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
3. **Marketing**
	1. The Agency shall ensure that a person is appointed as Agency Marketing Contact who shall be responsible for the marketing obligations of the Agency in relation to this Contract.
4. **Where CCS might oversee parts of the Call-Off Contracts**

8.1 CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

 8.1.1 Call-Off Schedule 3 (Continuous Improvement);

8.1.2 Call-Off Schedule 8 (Business Continuity and Disaster Recovery);

 8.1.3 Call-Off Schedule 9 (Security); and

 8.1.4 Call-Off Schedule 16 (Benchmarking).

(the "Supported Schedules")

 **How the Agency must support CCS involvement**

 8.2 The Agency shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

 8.2.1 provision of information;

 8.2.2 allowing CCS to act as agent for the Clients under the Supported Schedules for such matters as CCS may notify to the Agency from time to time; and

 8.2.3 such other matters as CCS may notify to the Agency from time to time.

 **Where CCS might manage the process for Clients collectively**

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

8.3.1 Call-Off Schedule 3 (Continuous Improvement) - the Agency shall:

(a) adopt a policy of continuous improvement in relation to the Deliverables;

(b) create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.

8.3.2 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Agency shall:

(a) create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Clients; and

(b) notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.

8.3.3 Call-Off Schedule 9 (Security) - the Agency shall:

(a) create and hold a template Security Plan that can be used by each Client and shall make it available to CCS so that it can be published to potential Clients; and

(b) notify CCS in the event of breach of any Security Plan and the Agency shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call-Off Agreements.

8.3.4 Call-Off Schedule 16 (Benchmarking) - the Agency:

(a) shall notify CCS in the event that any benchmarker is appoint in respect of any Call-Off Agreement and the Agency recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call-Off Agreements;

(b) shall where CCS is appointed as agent by Clients in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible.

c) Agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).]

1. The Agency shall ensure that a person is appointed as Agency Marketing Contact who shall be responsible for the marketing obligations of the Agency in relation to this Contract.

**How the Supplier must contribute to CCS publications**

* 1. The Agency shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
	2. Such information shall be provided in such form and at such time as CCS may request.
	3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Agency's exclusion from the use of such marketing materials.

**Publicity and marketing by Supplier**

* 1. All marketing materials produced by the Agency in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
	2. The Agency will periodically update and revise its marketing materials to ensure ongoing compliance.
	3. The Agency shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

The Agency shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Agency will ensure that such content is regularly maintained and updated. In the event that the Agency fails to maintain or update the content, CCS or the relevant Client may give the Agency notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Agency immediately arranges the removal of such content.

**Framework Schedule 5 (Management Charges and Information)**

1. **How to provide management information to CCS**
	1. The Agency shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
	2. The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Agency may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.
2. **Reporting period**
	1. MI Reports must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
	2. In an MI Report, the Agency should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Agency must report the invoice in October's MI Report and not September's. Each Order received by the Agency must be reported only once, i.e. when the Order is received.
3. **Submitting the information**
	1. MI Reports shall be completed electronically and uploaded to the CCS data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>
	2. MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
	3. CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
	4. Where requested by CCS, the Agency shall provide Management Information to a Client as specified by CCS.
	5. The Agency shall:
		1. promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
		2. promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
		3. immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.5.
4. **How CCS can use the Management Information**
	1. The Agency grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
		1. use and to share with any Client, Other Contracting Authority and Relevant Person; and/or
		2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to CCS for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

* 1. CCS may consult with the Agency to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
	2. Following receipt of the completed MI Report, CCS shall invoice the Agency for the Management Charge payable for the Month to which the MI report relates.
1. **Paying the Management Charge**
	1. The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.
	2. The Agency shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Agency of an undisputed invoice to such bank or building society account set out in the invoice. Invoices will include collection of the GCS Management Charge collected by the Agency from Clients on behalf of GCS.
	3. Where the Agency chooses to pass through the payment of the Management Charge to a third-party supplier, any payment of the Management Charge by the third-party supplier to the Agency will not be a breach of the Framework Contract where:
		1. the payment does not exceed the Management Charge payable by the Agency on the relevant third-party costs under the terms of the Framework Contract;
		2. the Agency passes the full amount it receives from the third-party supplier through to CCS and does not receive any benefit from the payment; and
		3. the pass through from the third-party supplier to the Agency to CCS is clearly documented for the purposes of any Audit carried out under the terms of the Contract.
2. **What happens if the Management Charge is not paid?**
	1. Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
		1. issuing the supplier with reminders that an invoice payment is due and/or overdue;
		2. charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
		3. suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
		4. terminating this contract.
3. **What happens if the Management Information is wrong?**
	1. If the Agency or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Agency must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
	2. Following an **MI Failure,** CCS may issue reminders to the Agency and require the Agency to correctly complete the MI Report. The Agency shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

**Meetings**

* 1. The Agency agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Agency shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

**Admin fees**

* 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Agency acknowledges and agrees that CCS shall have the right to invoice the Agency, the Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
	2. The Agency acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Agency failing to provide Management Information as required by this Contract.
1. **What happens if Management Information Reports are not provided?**
	1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
		1. charge and the Agency shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
		2. suspend the Agency from the agreement until such time that deficient MI reports(s) are rectified; and/or
		3. terminate this Contract.
	2. The Default Management Charge shall be the higher of:
		1. the average Management Charge paid or payable by the Agency in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
		2. the sum of five hundred pounds (£500).
	3. If the Agency provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
		1. the Agency has overpaid the Management Charge as a result of the application of the Default Management Charge then the Agency shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

the Agency has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

**Annex: MI Reporting Template**

**Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules) - DUPLICATE - NOT USED.**

**Letter of Appointment**

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (------) between CCS and the Agency, dated -------.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT(S):

|  |  |
| --- | --- |
| **Order Number:** |  |
| **From:** |  |
| **To:** |  |

|  |  |
| --- | --- |
| **Call-Off Start Date:** |  |
| **Call-Off Expiry Date:** |  |
| **Call-Off Initial Period:** |  |
| **Call-Off Optional Extension Period:** |  |

|  |  |
| --- | --- |
| **Deliverables required:**   | Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment. |

|  |  |
| --- | --- |
| **Key Staff:** | **For the Client:****For the Agency:** |
| **Guarantor(s)** |  |

|  |  |
| --- | --- |
| **Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):** |  |
| **Liability** | **See Clause 11 of the Core Terms****Estimated Year 1 Charges:** |
| **Additional Insurance Requirements** |  |
| **Client billing address for invoicing:** |  |

|  |  |
| --- | --- |
| **Special Terms** |  |

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert Not applicable or insert Agency’s Commercially Sensitive Information]

SOCIAL VALUE COMMITMENT

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

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 Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
* *Joint Schedules for RM6125*
	+ *Joint Schedule 2 (Variation Form)*
	+ *Joint Schedule 3 (Insurance Requirements)*
	+ *Joint Schedule 4 (Commercially Sensitive Information)*
	+ *[Joint Schedule 6 (Key Subcontractors) ]*
	+ *[Joint Schedule 7 (Financial Difficulties) ]*
	+ *[Joint Schedule 8 (Guarantee) ]*
	+ *Joint Schedule 10 (Rectification Plan)*
	+ *Joint Schedule 11 (Processing Data)*
* *Call-Off Schedules for [Insert Call-Off reference number]*
	+ *Call-Off Schedule 1 (Transparency Reports)*
	+ *Call-Off Schedule 2 (Staff Transfer)*
	+ *Call-Off Schedule 3 (Continuous Improvement)*
	+ *[Call-Off Schedule 5 (Pricing Details) ]*
	+ *[Call-Off Schedule 7 (Key Supplier Staff) ]*
	+ *[Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]*
	+ *[Call-Off Schedule 9 (Security) ]*
	+ *[Call-Off Schedule 10 (Exit Management) ]*
	+ *[Call-Off Schedule 13 (Implementation Plan and Testing) ]*
	+ *[Call-Off Schedule 14 (Service Levels)  ]*
	+ *[Call-Off Schedule 15 (Call-Off Contract Management) ]*
	+ *[Call-Off Schedule 16 (Benchmarking) ]*
	+ *[Call-Off Schedule 17 (MOD Terms) ]*
	+ *[Call-Off Schedule 18 (Background Checks) ]*
	+ *[Call-Off Schedule 19 (Scottish Law) ]*
	+ *[Call-Off Schedule 20 (Call-Off Specification) ]*
	+ *[Call-off Schedule 21 (Northern Ireland Law)  ]*
	+ *[Call-Off Schedule 23 (HMRC) ]*
1. CCS Core Terms
2. *Joint Schedule 5 (Corporate Social Responsibility) RM6125*
3. *Call-Off Schedule 4* (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

|  |  |
| --- | --- |
| **For and on behalf of the Agency:** | For and on behalf of the Client: |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**ANNEX** **A**

**Agency Proposal – NOT USED - DUPLICATE**

**Annex B – NOT USED - DUPLICATE**

**Statement of Work-**

**This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated [insert date of signature of Call-Off Contract.]**

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

## Where a Statement of Work would result in:

## a variation of the Services procured under this Call-Off Contract;

## an increase in the Charges agreed under this Call-Off Contract; or

### a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

|  |  |
| --- | --- |
| Project: | Set out a short description of the Project. |
| Project start DateNotice period for cancellation[Project Notice Period]: | Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term and then rolling subject to notice.Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period |
| Overarching Brand/Campaign | If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them. |
| Deliverables | Set out a description of the Deliverables to be supplied by the Agency for this Project.State any specific activities agreed in the pitch that are to be delivered as part of this campaign.Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write:Creative for campaigns (service)Development and testing of creative propositions (deliverables)Creative assets for use on social mediaDelivery of creative assets for “Above the Line” mediaSeamless working with the client’s media buyer to deliver assets in the correct format to required deadlinesPRPR strategy that compliments the “Above the Line” approachDevelopment and delivery of PR hooks/stunts in agreement with the clientDevelopment of three Op eds, case studies and three feature articlesManagement of media at up to seven events, working with departmental press officeEvaluation in accordance with the HMG evaluation Framework State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.State that Client’s use of the Deliverables will be “subject to any third-party usage rights which are notified to the Client in accordance with this Call-Off Contract “. |
| Inclusion of Additional Schedules | The following Schedules are incorporated into this Statement of Work

|  |  |
| --- | --- |
| Schedule Name | Incorporated (Mark with ‘X’ if incorporated) |
| Creative Advertising Services (online and/or offline) |  |
| Social Media Services |  |
| Public Relations |  |
| Simple Software/website/app development |  |
| Below the line/experiential |  |

 |
| Project Plan: | Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known) |
| Contract Charges: | Set out the calculation of the Contract Charges [(including rules for the recovery of expenses)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency’s Rate Card should be attached, together with invoice dates or milestones that trigger payment.All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.Set out any payment terms specific to the Project.Examples of different wording for Contract Charges:The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costsORThe Contract Charges shall be calculated using the hourly charge out rates shown in [the Agency’s rate card, [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall inclusive of all third-party costs. |
| Client Assets: | Set out details of the materials or information to be provided to the Agency. |
| International locations: | If Services are to be supplied outside the UK, specify additional territories here |
| Client Affiliates: | If relevant, set out any Client Affiliates which will be using Deliverables |
| Special Terms: | Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc. |
| Key Individuals: | Set out details of the key personnel from the Agency for this Project if relevant. |
| Authorised Agency Approver: | Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project. |
| Authorised Client Approver: | Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project. |

Signed by:……………………………..........

by (print name):……………………………………….

As Agency Authorised Approver for and on behalf of

[Agency]

Date……….....................................................................

Signed by:………………………………………..........

by (print name):……………………………………….

As Client Authorised Approver for and on behalf of

[Client]

Date………...................................................................

**Framework Schedule 8 (Self Audit Certificate)**

[Agency guidance: You must ensure that this this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract Ref: RM 6125 entered into on [Insert Framework Start Date dd/mm/yyyy] between [Insert Agency name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [Insert Agency name] is successfully identifying, recording and reporting on Framework Contract activity.

2. We have tested a sample of 20 Orders and related invoices during our audit for the Contract Year ending [Insert dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.

3. We have tested a sample of 15 Orders and related invoices:

* for the same or similar Deliverables
* for the UK public sector
* not supplied under the Framework Contract
* during our audit for the Contract Year ending [Insert dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:

* the methodology used of the review
* the sampling techniques applied
* details of any issues identified
* remedial action taken

Name:………………………………………………………

Signed:…………………………………………………….

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:……………………………………………………….

Professional Qualification held by Signatory:............................................................

**Framework Schedule 9 (Cyber Essentials Scheme)**

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

|  |  |
| --- | --- |
| **"Cyber Essentials Scheme"** | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/> |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials Certificate"** | Cyber Essentials Basic Certificate to be provided by the Agency as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |

1. **What Certification do you need?**
	1. Where the Framework Award Form requires that the Agency provide a Cyber Essentials Certificate prior to the Framework Start Date the Agency shall provide a valid Cyber Essentials Certificate to CCS. Where the Agency fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Agency has evidenced to CCS its compliance with this Paragraph 2.1.
	2. Where the Agency continues to process data during the Contract Period of any Call-Off Contract the Agency shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Agency under Paragraph 2.1.
	3. In the event that the Agency fails to comply with Paragraphs 2.1 or 2.2 (as applicable), CCS reserves the right to terminate this Contract for material Default.
	4. The Agency shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Agency under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 and 2.2 of this Schedule.
	5. This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.