



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Award Form

Version 2

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

Terms and Definitions

- 1 **CCS:** The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS). Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
- 2 **Supplier:** STCS Limited
address: Hypoint, Saltmeadows Road, Gateshead, NE8 3AH
registration number: **02214034**
- 3 **Framework Contract:** This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables in Lot 1 Digital Outcomes. You cannot deliver in any other Lot under this Contract. Any references made to other Lots in this Contract do not apply. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 197-478606 (OJEU Contract Notice).
- 4 **Deliverables:** See Framework Schedule 1 (Specification) for further details.
- 5 **Framework Start Date:** 20 February 2023
- 6 **Framework Expiry Date:** 23:59 19 February 2025
- 7 **Framework Initial Period:** From Framework Start Date to Framework Expiry Date, inclusive.
- 8 **Framework Optional Extension Period:** Up to six (6) months, by written notice to Suppliers.
- 9 **Order Procedure:** Further Competition Procedure. See Framework Schedule 7 (Call-off Award Procedure).
- 10 **Framework Incorporated Terms:** The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:
 - 10.1 This Framework Award Form
 - 10.2 Any Framework Special Terms (see Term 11 'Framework Special Terms' in this Framework Award Form)
 - 10.3 Joint Schedule 1 (Definitions) RM1043.7
 - 10.4 Joint Schedule 11 (Processing Data) RM1043.7
 - 10.5 The following Schedules for RM1043.7 (in equal order of precedence):
 - Framework Schedule 1 (Specification)
 - Framework Schedule 3 (Framework Prices)
 - Framework Schedule 4 (Framework Management)
 - Framework Schedule 5 (Management Charges and Information)
 - Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) including the following template Call-Off Schedules:
 - Call-Off Schedule 1 (Transparency Reports)

- Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - 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 and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
 - Framework Schedule 7 (Call-Off Award Procedure)
 - Framework Schedule 8 (Self Audit Certificate)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
- 10.6 CCS Core Terms (version 3.0.9)
- 10.7 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 10.8 Framework Schedule 2 (Framework Tender) RM1043.7 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above.

11 Framework Special Terms

Special Term 2

The Core Terms shall be amended by deleting existing clauses and inserting new clauses as follows:

A new Clause 8.8 (Restraint of Trade) shall be inserted as follows:

“8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.”

Clause 10.2.2 (Ending the Contract without a reason) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

- (a) 15 days for a Statement of Work; or
- (b) 30 days for the Call-Off Contract,

written notice and if it's terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

A new Clause 10.2.3 shall be inserted as follows:

“10.2.3 The Parties acknowledge and agree that the:

- (a) Buyer's right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.
- (b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”

Clauses 10.6.1 (What happens if the Contract ends), **(a) and (e)** as exist in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under 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:

- (a) the Buyer's payment obligations under the terminated Contract or terminated Statement of Work stop immediately.
- (e) the Supplier must promptly return any of the CCS or the Buyer's property (including Government Data) provided under the terminated Contract or terminated Statement of Work.”

Clause 10.7.3 (Partially ending and suspending the contract) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

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

buy them from a third party.”

Clause 10.7.4 (Partially ending and suspending the contract) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

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

Clause 11.2 (How much you can be held responsible for) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“11.2 The:

- (a) Buyer’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of;
- (b) Supplier’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of;

£5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.”

Clause 14.4 (Data Protection) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that, where specified by the relevant Buyer in the Order Form, complies with the Security Policy and any applicable Security Management Plan.”

New Clauses 23.7 and 23.8 shall be inserted as follows:

“23.7 The Supplier will only Sub-Contract with the written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.

23.8 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.”

A new Clause 36 (Counterparts) shall be inserted as follows:

“36 Counterparts

36.1 The Contract and each Statement of Work may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36.2 Transmission of an executed counterpart of the Contract or a Statement of Work (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of that Contract or Statement of Work.

36.3 No counterpart shall be effective until each Party has delivered to the other(s) at least one executed counterpart.”

12 Framework Prices: Details in Framework Schedule 3 (Framework Prices).

13 Insurance: Details in Annex of Joint Schedule 3 (Insurance Requirements).

14 Cyber Essentials Certification: Details in Call-Off Schedule 26 (Cyber Essentials Scheme).

- 15 **Management Charge:** The Supplier will pay, excluding VAT, one per cent (1%) of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
- 16 **Data Protection Liability Cap:** £10,000,000
- 17 **Supplier Framework Manager:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 18 **Supplier Authorised Representative:** [REDACTED]
- 19 **Supplier Compliance Officer:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 20 **Supplier Data Protection Officer:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 21 **Supplier Marketing Contact:** If different from Authorised Representative (Term 18) please submit details to cloud_digital@crowncommercial.gov.uk during framework lifetime.
- 22 **Key Subcontractors:** Details of any Key Subcontractors will be found in each Buyer's Call-Off Contract.
- 23 **CCS Authorised Representative:** Digital Future, Commercial Agreements Manager, cloud_digital@crowncommercial.gov.uk, 0345 410 2222

The finalised Framework Award Form includes an electronically signed Framework Award Form. It is electronically signed by the Supplier when they made the legal declaration confirming their agreement to the Digital Outcomes and Specialists 5 Framework Contract, and countersigned by the Crown Commercial Service.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 28/2/2022

For and on behalf of DHSC:

DocuSigned by:

S [REDACTED]

0702B960B2F649A...

Name:

Full Name:

Role:

Date/Title/Role:

Date Signed: 06/03/2023