

RM 6202 TAIL SPEND SOLUTION - CALL-OFF CONTRACT

CALL-OFF CONTRACT

Registration and Contract Formation

1. The Contract

- 1.1 This Call-Off Contract ("**Contract**") is entered into electronically or in hard copy by the Supplier and the Buyer (under the Framework Contract and in accordance with Schedule 7 (Ordering Procedure)), when the Buyer successfully completes the online Buyer Registration Process on Tail Spend Solution. Upon its completion the Supplier shall send the Buyer a notice acknowledging that the Contract has now been entered into and the Buyer may now place Orders via Tail Spend Solution.
- 1.2 The Supplier and the Buyer agree that upon Supplier acceptance of each Order (in accordance with Schedule 7 (Ordering Procedure)), that Order shall be incorporated into their Contract and be legally enforceable and binding upon them.
- 1.3 Tail Spend Solution is a digital purchasing system which the Buyer and Supplier will use, instead of ink signatures on a hard-copy of each Order, to make each Order legally binding and enforceable within the Buyer and Supplier's Contract.
- 1.4 When the Buyer and Supplier enters into:
- 1.4.1 the Contract, the documents incorporated and the order of precedence set out in Paragraph 2 below shall be incorporated into that Contract; and
- 1.4.2 each Order, the documents and the order of precedence set out in Paragraph 2 below shall be incorporated into each Order, as part of their Contract,
- within Tail Spend Solution and Management Information accessible to CCS and each Buyer within Tail Spend Solution shall record this fact. It is the Supplier's responsibility to ensure that the Buyer Registration Process results in the creation of a legally binding Contract which is enforceable in Law and that the submission and acceptance of each Order shall result in its automatic incorporation into the applicable Contract.
- 1.5 The following minimum information shall be contained in both the Buyer Registration Process for the creation of the Contract and each Order submitted via Tail Spend Solution (which has been accepted by the Supplier via Tail Spend Solution).

1.5.1 Call-Off Contract

CALL-OFF CONTRACT REFERENCE:	C206073
BUYER:	The Secretary of State for Health and Social Care acting as part of the Crown
BUYER ADDRESS:	39 Victoria Street Westminster London SW1H 0EU
SUPPLIER:	OT GROUP LIMITED
SUPPLIER ADDRESS:	Unit 1 Alexandria Court, Alexandria Drive, Ashton-Under-Lyne, England, OL7 0QN
REGISTRATION NUMBER:	05607779
DUNS NUMBER:	348077673

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SID4GOV ID:	N/A
Buyer authorised representative:	Redacted in line with Section 40 of The FOIA [Redacted]
Date of Buyer Registration Process:	17/03/2023
Supplier authorised representative:	Redacted in line with Section 40 of The FOIA [Redacted]
Date Contract is accepted:	02/10/2023

START DATE:	02/10/2023
EXPIRY DATE:	31/03/2025
CONTRACT PERIOD:	1 year, 5 months, 29 days + optional 1 year extension
ESTIMATED CONTRACT VALUE:	Minimum of £0 ex VAT Maximum of £30,000,000.00 ex VAT
OPTIONAL EXTENSION PERIOD:	1 year to 31/03/2026
PAYMENT METHOD(S):	Invoice
SUPPLIER's ACCOUNT DETAILS	Redacted in line with Section 40 of The FOIA Redacted in line with Section 40 of The FOIA [Redacted]
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	For general enquiries: Redacted in line with Section 40 of The FOIA [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
Supplier Contract Manager:	Redacted in line with Section 40 of The FOIA [Redacted]
Notices address for Buyer:	Redacted in line with Section 40 of The FOIA [Redacted]
Notices address for Supplier:	Redacted in line with Section 40 of The FOIA [Redacted]
Implementation of Buyer ERP Payment System required:	No
Commercially Sensitive Information:	Insert BUYER's: All information relating to Estimated Contract Value [Insert SUPPLIER's: Pricing

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1.5.2 Order

Buyer Department / Section:	No input required
Authorised User:	No input required
Date and time:	No input required
Vendor:	No input required
Catalogue Items Ordered: (a) With Options (b) Without Options	No input required
Non Catalogue Items Ordered: (a) customisation of Catalogue Items (with or without Options)	No input required
(b) Goods that fall broadly within a Category of Deliverables	No input required
Any dependencies:	No input required
Standards required to be met:	No input required
Services Ordered:	No input required
Options / RFQ:	No input required
Delivery type:	No input required
Delivery date (or phases):	No input required
Site for Delivery:	No input required
Buyer Personnel (for receipt of Delivery):	No input required
Additional Insurances:	No input required
Charges:	No input required
Supplier Review Meetings, if required	No input required
Supplier Acceptance of Order: (a) Accepted by: (b) Date of acceptance: (c) Supplier Order Number:	No input required
Supplier rejection of Order: (a) Rejected by: (b) Date of rejection: (c) Reasons for rejection: (d) Who authorised rejection:	No input required

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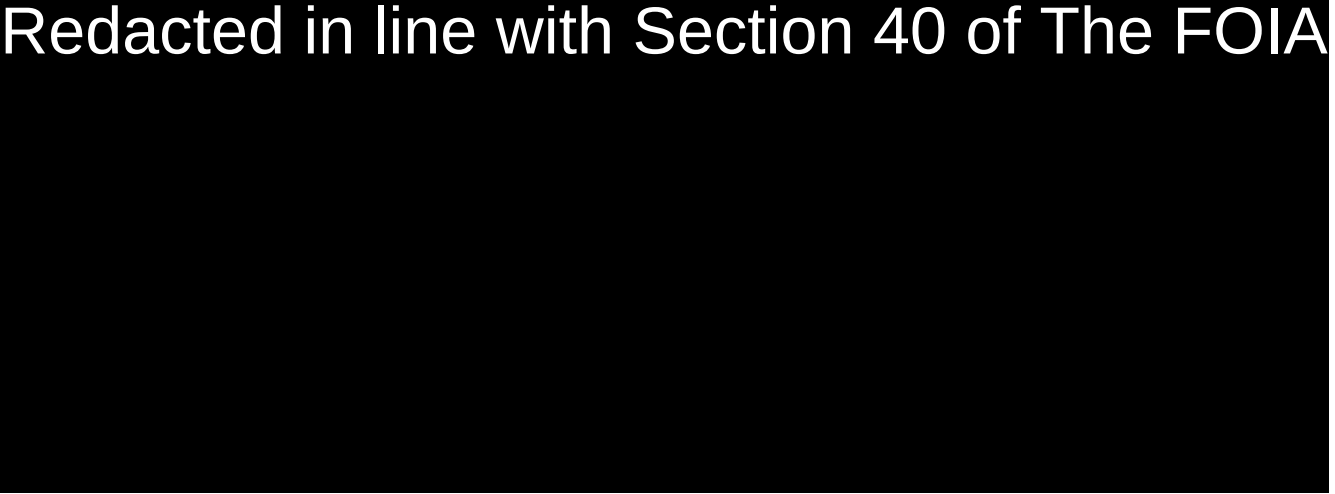
2. Order of Precedence

- 2.1 The following documents, which are part of the Framework Contract, are incorporated to the extent they relate to and are applicable to the Contract and the Buyer, into each Contract and each Order under the Contract and, if the documents conflict, the following order of precedence applies:
- (1). each Order accepted by the Supplier in accordance with Schedule 7 (Ordering Procedure);
 - (2). the provisions of Paragraph 1 (Registration and Contract Formation) above and this Paragraph 2 (Order of Precedence);
 - (3). Schedule 1 (Key Provisions);
 - (4). Schedule 4 (Definitions and Interpretation);
 - (5). Schedule 3 (Information and Data Provisions);
 - (6). the following schedules in equal order of precedence:
 - (a) Schedule 5 (Specification);
 - (b) Schedule 6 (Charges Schedule);
 - (c) Schedule 15 (Implementation, Testing and Framework Services);
 - (d) Schedule 8 (Variation Form);
 - (e) Schedule 7 (Ordering Procedure);
 - (f) Schedule 9 (Management Charges and Information);
 - (g) Schedule 10 (Financial Difficulties);
 - (h) Schedule 12 (Guarantee);
 - (i) Schedule 16 (Registration and Management of Subcontractors);
 - (j) Schedule 18 (Exit Plan);
 - (7). Schedule 2 (General Terms and Conditions);
 - (8). the order in which all subsequent Schedules, if any, appear;
 - (9). Schedule 5 (Specification) as long as any part of the Supplier's Tender Response that offers a better commercial position to the Buyer (as decided by CCS) takes precedence over the documents above;
 - (10). any other documents forming part of the Contract in date order in which such document was created with more recent documents taking precedence over older documents to the extent only of any conflict; and
 - (11). any other documentation referred to or incorporated into the Tail Spend Solution by the Supplier (including its Vendors) in date order in which such documentation was uploaded into the Tail Spend Solution with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 In accordance with Clause 1.2 of Framework Schedule 2, the Supplier agrees that it will not, in its dealings with a Buyer, seek to impose or rely on any other contractual terms which in any way vary or contradict the Contract. Therefore, any Subcontractor terms and conditions will only supplement the Contract.

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This signature box (or a digital equivalent) shall be inserted into Tail Spend Solution in such a manner that the completion of the necessary information: (1) as part of the Buyer Registration Process, shall be deemed, upon completion, to amount to the execution the Contract by both Parties, and (2) the acceptance by the Supplier of each Buyer Order submitted, under their Contract, shall be deemed to be legally binding and enforceable in Law:

Redacted in line with Section 40 of The FOIA



Annex A – Clustering Schedule

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **“Cluster Members”** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified in Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
- 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
- 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
- 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;

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- 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
- 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
- 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
- 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
- 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
- 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms



Crown
Commercial
Service

Framework Schedule 5 Specification

RM6202 - Tail Spend Solution

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RM6202 Tail Spend Solution Specification

Definitions

The following definitions shall apply to this Schedule 5 (Specification) and are supplemental to those set out in Schedule 4:

“12 Months”	a period of 12 consecutive Months determined on a rolling basis with a new 12-Month period beginning on the first day of each calendar Month;
“Bulk Pricing Options”	the one or more bulk purchase pricing discount options made available to Buyers purchasing one or more Deliverables via the Tail Spend Solution;
“Click and Buy”	where the Buyer may choose from a range of Deliverables that fall within Categories that are Catalogue Items (with or without Options) from within the Tail Spend Solution and are provided an instant price;
“Core Working Hours”	Core Working Hours for the purpose of this Framework Contract are as follows 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday. These are the hours the Tail Spend Solution must be open to customers and free from maintenance and upgrades;
“Curate”	the action or process of organising, selecting, presenting online digital content, available Deliverables listed within Categories, information, etc. by using professional or expert knowledge and “Curation” shall be construed accordingly;
“Dashboard”	a tool used for information management and business intelligence, that visually tracks, analyses and displays Performance Indicators, metrics and key points to monitor the health of a business, sales of the Deliverables, the use made of the Tail Spend Solution and/or for other specified purposes;
“Feedback”	information provided by CCS and/or Buyers, regarding their comments, concerns, queries and additional requirements regarding the Tail Spend Solution, Deliverables, Delivery, a Vendor and/or any other aspect of the workings of the Framework Contract or Contract or any Order under a Contract;
“Go Live”	is the date/time at which the Tail Spend Solution or any specified element of Deliverables requiring implementation and/or testing (in accordance with Schedule 15 (Implementation, Testing and Framework Services)) will be available for use by Buyers;

“Identity and Access Management” or “IdAM”	enables organisations to define, develop, implement and automate access information controls and privileges. IdAM ensures only Authorised Users shall have access to the right data at the right time for the right reasons;
“Immediate”	without any intervening time, at once, instantly and “immediately” shall be construed accordingly;
“IT Health Check”	IT Health Check (ITHC) supporting guidance can be found at: https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance/it-health-check-ithc-supporting-guidance .
“Payment Card Industry Standard Security Scheme” or “PCI DSS”	an information security standard for organisations that handle branded credit cards from major credit card schemes;
“Parent Organisation”	is a single organisation that has authority or controlling interest in their subsidiaries or smaller organisations;
“Quarterly Business Review (QBR)”	is a quarterly review meeting held once every three (3) Months between the Supplier and Buyers and/or CCS. It is conducted to discuss performance against the Framework Contract or Contract;
“Safety Critical Product”	is a part, assembly or product where failure could cause loss of life, permanent disability or serious injury, loss of a system or significant equipment damage;
“Security Architecture”	is a unified security design that addresses the necessities and potential risks involved in a certain scenario or environment. It also specifies when and where to apply security controls. Further detail can be found in Paragraph 21;
“Security Assurance Statement”	a statement of security assurance is issued by CCS security team once a level of assurance has been gained from The Supplier with regard to the security of our assets through the lifetime of a contract and beyond;
“Security Management Plan”	a document that captures the security related processes and governance that are designed to keep the Tail Spend Solution secure and will be defined in partnership with and signed off by the CCS security architecture team;
“Vendor”	the Supplier and/or a Subcontractor who provides Buyers with Deliverables under the Framework Contract, Contract and each Order under each Contract, as applicable via the Tail Spend Solution; and

“Vulnerability Management Plan”	a plan to set out what remediation would be put in place, within agreed timelines, for any vulnerabilities identified following an IT Health Check/ penetration test carried out by an independent pen test supplier. All Critical and High level issues would be required to be resolved prior to permission to Go Live with a mitigation plan set out in detail for Medium risks.
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1. Scope of the Framework Contract

- 1.1. The purpose of this Framework Contract is to enable Buyers to select a Supplier to provide a hosted and managed system, referred to herein as a ‘Tail Spend Solution’, which the Supplier will also maintain.
- 1.2. This Framework Contract is one of two such contracts that shall be awarded by CCS for the supply of Deliverables within the Categories set out in this Schedule. The Supplier will therefore be competing against not only the price and quality of goods and services in the open market, but also against the other successful bidder who was awarded the second framework Contract
- 1.3. The Tail Spend Solution shall be open for use by all public sector organisations who enter into a Contract and complete the onboarding process to become Buyers. It is anticipated that the Framework Contract will primarily service ad hoc, low volume, low value spend, typically referred to as ‘tail spend’ within public sector organisations.
- 1.4. Buyers will contract with a Supplier following the conclusion of the Call-Off Procedure, offering both direct award and further competition options as detailed in Schedule 7 (Ordering Procedure.)
- 1.5. The Tail Spend Solution will permit Vendors to display their Deliverables for purchase to potential Buyers in accordance with the Call-Off Contract and each Order under it.
- 1.6. The Tail Spend Solution shall enable Buyers to browse a broad range of deliverables, compare deliverables and compare prices from Vendors. Buyers will then have the ability to place Orders with their selected Vendor to fulfil their requirement.
- 1.7. The Supplier shall provide a cost-effective, flexible, high quality and value for money Goods and Services, capable of fulfilling a broad range of Buyer requirements.
- 1.8. The Supplier shall provide Buyers with access to a diverse and extensive range of Deliverables suitable to satisfy a vast range of Buyer requirements as identified by Buyers and CCS via the Tail Spend Solution Feedback and Supplier market research.
- 1.9. The Supplier shall review, replace and continuously increase the number and variety of Deliverables on offer through the Tail Spend Solution throughout the Framework Contract and Contract Period by responding to Feedback and proactively building their supply chain in order to appropriately deliver on Buyer demand and increase the overall number and type of Deliverables available for purchase.

- 1.10. The core requirements of the Framework Contract shall include:
- 1.10.1. Provision of the Supplier hosted system with a supply chain of Approved Vendors to provide a range of Deliverables to satisfy Buyers' needs;
 - 1.10.2. Provision of appropriate maintenance and support for the Tail Spend Solution throughout the lifetime of the Framework Contract;
 - 1.10.3. Management of the supply chain associated with this Framework Contract;
 - 1.10.4. Management of Product portfolio and Vendor registrations, evaluation and approvals onto the Tail Spend Solution platform;
 - 1.10.5. Management of onboarding Buyers to the Tail Spend Solution in line with CCS's accepted standards and systems as per but not limited to Paragraph 3 and 8;
 - 1.10.6. Provision of a suitably resourced and dedicated team to provide support including the continuous expansion of the product portfolio within the Tail Spend Solution, Vendor registrations, Buyer Registration Process, Buyer queries and ongoing contract management;
 - 1.10.7. Management and resolution of all Buyer queries, including those related to using the Tail Spend Solution and complaints handling as a result of placing Orders with Vendors;
 - 1.10.8. Responsibility for logistics and Delivery of all Deliverables purchased via the Tail Spend Solution;
 - 1.10.9. Promotion and marketing of the Framework Contract across eligible Contracting Authorities who may wish to purchase Deliverables under it;
 - 1.10.10. Provision of Management Information to Buyers and CCS including reporting on spend and Buyer behaviour as further detailed in Paragraph 19.0; and
 - 1.10.11. Provision of usage information via self-serve functionality to Buyers and CCS in Dashboard, transaction data and report formats as per Paragraph 11.3.

2. Tail Spend Solution Features and Functionality Overview

- 2.1. The Supplier shall include the following mandatory features, capability and functionality within the Tail Spend Solution. Details of the mandatory features and functionality and when they shall be available are contained, as applicable, in each of the appropriate sections in this Specification (where timescales for 'when' any features, functionality or other requirements shall be available are not provided, the requirement shall be for these to be available by Go Live of the platform):
- 2.1.1. a marketplace style platform; all Deliverables accessed within a consistent user interface entirely hosted by the Supplier in accordance with Paragraph 3.5.2;

- 2.1.2. the Tail Spend Solution shall be accessible through and optimised for all appropriate devices, browsers and operating systems in accordance with Paragraphs 3.5.16 and 3.5.17;
- 2.1.3. English shall be set as the default language;
- 2.1.4. the provision of dedicated Supplier Staff to work with CCS on implementation of the Framework Contract and each Buyer contract, ongoing management, exit management (in accordance with the Exit Plan (Schedule 18)) and as a point of escalation for CCS and Buyer issue resolution. Paragraphs 1.9.7, 9.3 - 9.11, 18.0 and 36.0;
- 2.1.5. prospective Vendors, including SMEs are able to sign up and join the Tail Spend Solution as Vendors through as simple a process as possible in accordance with Paragraphs 6.8, 7.2, 7.11 - 7.13;
- 2.1.6. the Supplier shall be responsible for maintaining robust supply chain assurance processes and procedures in accordance with Paragraph 7.4;
- 2.1.7. a digital capability for Vendors to upload assurance documentation such as insurances or accreditations so that these can be reviewed by Buyers and CCS in accordance with Paragraphs 3.5.20, 3.5.21 and 7.23.3;
- 2.1.8. a comprehensive product classification taxonomy in place enabling Buyers to browse content in an intuitive manner in accordance with Paragraph 3.5.3;
- 2.1.9. the Supplier shall increase the total number of products offered by the Tail Spend Solution in accordance with Paragraphs 10.4 and 10.7;
- 2.1.10. different delivery options in accordance with Paragraph 14.0;
- 2.1.11. simple self serve registration and set up, Buyers can set up an account and Order items without the necessity of support from the Supplier in accordance with Paragraphs 3.5.1 and 8.2.1;
- 2.1.12. training and development commitment to provide Buyers with basic training if required and enterprise user training for large curatable accounts. Paragraphs 3.5.5, 8.2.7 and 9.2.1;
- 2.1.13. the Tail Spend Solution shall be curatable. Buyer accounts can be organised to exclude certain products, Categories and Vendors in accordance with Paragraphs 3.5.6 - 3.5.9 and 3.5.11;
- 2.1.14. multi-user management. The Supplier shall enable the capability for Buyers to have multiple Authorised Users with differing permissions levels in accordance with Paragraphs 3.5.5 - 3.5.6 and 8.3.1.8;
- 2.1.15. Be capable of adding a large population of Buyer Authorised Users, the Supplier has the ability to do so on behalf of Buyers. Paragraphs 8.2.1 and 8.3.1.2;
- 2.1.16. The Supplier shall support Buyers to integrate their Buyer ERP System with the Tail Spend Solution from Go Live. Paragraph 8.3.1.12;
- 2.1.17. The Supplier shall integrate one Buyer ERP System per quarter, if applicable, as a minimum. Paragraph 3.5.19, 5.7 & 8.3.1.12;

- 2.1.18. Buyers have the ability to conduct free type searches. Paragraph 3.5.4;
- 2.1.19. Where multiple price options are available for the same Deliverable the Buyer must be free to make a purchase choice. Paragraph 10.11;
- 2.1.20. manage all Buyer payment types for transactions via the system as listed at Paragraph 16.0;
- 2.1.21. the ability for Buyers to track their Orders in accordance with Paragraphs 8.3.1.10, 13.6.1.9 and 13.6.1.10;
- 2.1.22. administer all applicable Buyer refunds. Paragraph 15.2;
- 2.1.23. provide Buyers with VAT invoice consolidation. Paragraph 16.5;
- 2.1.24. provide quotes against Buyer requirements through a request for quote (RFQ) facility. Paragraphs 11.2.2, 12.7 & 12.8;
- 2.1.25. provide instant prices for Catalogue Items (with or without Options) from Vendors. Paragraph 12.0;
- 2.1.26. clearly show Buyers accurate stock availability information within the Tail Spend Solution on all Deliverables currently available. Paragraph 10.4 and 10.5;
- 2.1.27. Buyers can include cost codes using free text when placing an Order. Paragraph 13.6.1.7;
- 2.1.28. the Consolidation of Orders - Ability to reduce the number of individual packages delivered under one or more Orders by sending multiple items together. Paragraph 14.4;
- 2.1.29. Social Value Purchasing - Buyers are able to make purchasing decisions on the basis of social value criteria Paragraphs 7.7, 10.3, 32.0 and 33.0;
- 2.1.30. the Tail Spend Solution shall provide Buyers with one or more Bulk Pricing Options for Deliverables and have a capability to highlight preferential pricing based on quantity, either through automated or non-automated options. Paragraph 12.2;
- 2.1.31. negotiated Price Offers. Paragraph 12.11;
- 2.1.32. Buyers can nominate potential Vendors for addition to the Tail Spend Solution (assuming they agree to Framework Contract terms). Paragraph 7.6 and 7.10;
- 2.1.33. the Supplier shall provide dedicated Buyer service staff to support Buyer queries in relation to registration, purchasing, managing accounts, returns, deliveries etc. Paragraphs 9.3 - 9.11;
- 2.1.34. the Supplier shall take responsibility for communicating with Vendors on returns Paragraphs 9.12.4.3 and 15;
- 2.1.35. the Supplier shall take responsibility for communicating with Vendors on complaints as per Paragraph 9.12;
- 2.1.36. self-serve spend limits. Buyer account administrators can set spend limits for their organisations within their account. Paragraphs 3.5.8 and 8.3.1.8;

- 2.1.37. the ability to manage all payment types for transactions via the system as listed at Paragraph 16.0;
- 2.1.38. the ability to assess and offer appropriate levels of credit to Buyers who wish to pay on invoice in a consistent manner. Paragraph 16.6; (And provide CCS with sight of their process following Framework Contract award.)
- 2.1.39. allow Buyers to submit a review relating to Deliverables previously Ordered through the Tail Spend Solution. These reviews will be visible to prospective Buyers when viewing the Deliverable on the Tail Spend Solution. Paragraph 3.5.10;
- 2.1.40. the ability for CCS to Curate the Tail Spend Solution in accordance with Paragraph 3.5.11;
- 2.1.41. provide CCS with Management Information and reports regarding Orders, Deliverables, purchasing and Buyer usage journey and behaviour within the Tail Spend Solution as per Paragraph 19;
- 2.1.42. provide Deliverable basket price analysis to CCS and Buyers against external benchmarks from comparable goods and/or services. Paragraphs 19.14 and 33;
- 2.2. The Tail Spend Solution shall have the capability to improve functionality and usability, following use and Feedback from Buyers and CCS. The Supplier shall make recommendations to CCS for system improvements to the functionality and usability throughout the duration of the Framework Contract. Paragraph 5.0.
- 2.3. The Supplier shall ensure that the Tail Spend Solution contains the following functionality, within a maximum period of three (3) months from Framework Contract award and prior to Go Live:
 - 2.3.1. ability for Buyers to set up an appropriate approvals workflow for their individual organisation - including at a minimum the Buyer's user profiles being categorised as 'Buyer' and 'approver' to enable adherence to Buyer internal governance;
 - 2.3.2. ability to use pre defined user profiles provided by the CCS Strategic IDAM system;
 - 2.3.3. fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations. 3.5.16 - 3.5.18;
 - 2.3.4. meets the international WCAG 2.1 AA accessibility standard. Further details on the standard are available by referencing the following;
<https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>
and
<https://www.w3.org/TR/WCAG21/>
 - 2.3.5. accessible via the internet through any internet browser and compatible through all internet devices, including laptops, mobile phones and tablets; and

- 2.3.6. published an accessibility statement;

https://www.gov.uk/guidance/make-your-website-or-app-accessible-and-publish-an-accessibility-statement%23decide-how-to-check-the-accessibility-problems-on-your-website-or-mobile-appendsa=Dandust=1601043290201000andusg=AFQjCNFLE_EHsecMmawCq3bsnFkYZFUj5A

- 2.4. If any non-mandatory features are offered by the Supplier, these features may be adopted as part of the future developments or part of the launch period of the Tail Spend Solution following consultation with and Approval from CCS.

3. Digital Requirements

- 3.1. The Supplier shall provide an online system which is accessible to users via CCS's Strategic Identity and Access Management (IDAM) service.
- 3.2. The Supplier shall ensure that authentication is handled via an open, standards-based approach (OIDC). The Tail Spend Solution must be capable of utilising token-based authentication. Authentication services will be provided by a CCS-provided IdP service.
- 3.3. It is planned that Authorised User accounts and roles shall be defined in the CCS-provided IDAM service. The Tail Spend Solution must query the IDAM service to retrieve user profiles and roles. The Supplier shall provide a list of roles which they will be implementing in the Tail Spend Solution in Order for these to be included in the IDAM service as agreed by CCS.
- 3.4. Some Authorised User account management (onboarding, moves and changes, off-boarding) may be via the IDAM service. The Tail Spend Solution may create local user records on initial sign-in to the Tail Spend Solution.
- 3.5. The Tail Spend Solution shall:
- 3.5.1. enable Buyers to set up an account and purchase items via Authorised Users independently without the necessity of support from the Supplier;
 - 3.5.2. be delivered with an easy to use, menu driven and user friendly system interface hosted entirely by the Supplier. This should be consistent across all users of the Tail Spend Solution. Buyers should not need to follow links to any external websites. Buyers should not need to complete any training to be able to use the Tail Spend Solution or to submit Orders and make purchases;
 - 3.5.3. provide a comprehensive product organisation and classification taxonomy within the Categories to enable Buyers to browse content in an intuitive manner;
 - 3.5.4. enable Buyers to conduct free type searches which will identify, for example, all stationery Goods, or a sub-set, e.g. pens, available to Order;
 - 3.5.5. service novice and expert Buyers equally effectively, recognising enterprise Buyers from large departments in particular who may require specific training on some functionality including Curation or account management;

- 3.5.6. provide the ability for organisations to have multiple Authorised Users with different permission levels;
- 3.5.7. allow a Parent Organisation to head up a group of Buyers. The Buyers will have individual accounts but the Parent Organisation, as notified to the Supplier by each Buyer, will be able to Curate all of the individual Buyer accounts and access the associated Management Information within the Tail Spend Solution; As per Paragraph 11.3.3 & 19.11.
- 3.5.8. provide Buyers with the ability to Curate their account, allowing them to set a bespoke view including but not limited to; spend limits and some form of favourites list;
- 3.5.9. provide Buyers with the ability through Curation to exclude and include Deliverables, Categories and Vendors that its Authorised Users may access and/or purchase Deliverables from;
- 3.5.10. allow Buyers to submit a review relating to Deliverables previously Ordered through the Tail Spend Solution. These reviews will be visible to prospective Buyers when viewing the Deliverable on the Tail Spend Solution;
- 3.5.11. CCS reserves the right to Curate the Tail Spend Solution which shall include, but not be limited to, prohibiting specific items, Categories and/or Vendors;
- 3.5.12. be co-branded with CCS logo displayed alongside the Supplier's logo(s);
- 3.5.13. be capable of hosting all Buyers seeking to use the service via secure single sign-on functionality (CCS' strategic Identity and Access Management (IDAM)) service;
- 3.5.14. be scalable to adapt to changes in demand, allowing an unlimited number of Buyers and Vendors to access and use the Tail Spend Solution;
- 3.5.15. clearly display the use of any cookies and to be in compliance with ICO guidance which can be found at:
<https://ico.org.uk/for-organisations/guide-to-pecr/guidance-on-the-use-of-cookies-and-similar-technologies>
- 3.5.16. be accessible through all internet devices, for example, laptops, mobile phones and tablets, and shall be adjusted according to the device for easy navigation;
- 3.5.17. be accessible through all supported internet browsers and the Supplier shall monitor access to ensure that the Tail Spend Solution is accessible using any new technology that becomes available;
- 3.5.18. be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations in accordance with;
<https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>
and as per Paragraph 32.8.1.

- 3.5.19. be able to integrate with Buyer ERP Systems where requested with support and assistance from the Supplier and in collaboration with the Buyer. The Supplier shall have no restrictions on its ability to integrate with Buyer's ERP systems including but not limited to widely used Systems such as those provided by SAP, Oracle, Jaggaer and OpusCapita. The Supplier shall consider any request for integration with Buyer ERP Systems and provide a response to the Buyer and CCS in the same instance within thirty (30) Working Days of the initial request. The resultant integration project will be completed within sixty (60) days of agreement, or within a timeframe agreed with the Buyer and CCS in accordance with Schedule 15. (Implementation, Testing and Services.)
- 3.5.20. be capable of digital receipt and storage of Vendor insurance certificates.
- 3.5.21. be capable of digitally receiving, storing and sharing with CCS, assurance, accreditation and insurance certificates or reports.
- 3.5.22. provide copies of the manufacturer's warranties and guarantees covering the Goods and/or Services purchased by the Buyers.
- 3.5.23. provide a simple cancellation process within the Tail Spend Solution to permit a Buyer to cancel any Order (or part) of Deliverables which has not been Delivered.
- 3.6. The Supplier shall ensure Subcontractors providing Deliverables to the Tail Spend Solution are able to access CCS' central supplier registration public API.
- 3.7. The Supplier shall arrange for, and provide evidence of, independent audit of accessibility to WGAC2.1AA standards, ensuring accessibility compliance remediation has been completed in advance of CCS's Go Live checks.
- 3.8. The Supplier shall also arrange for, and provide evidence of, an IT Health Check (pen test) as at Paragraph 23, prior to CCS's Go Live checks. Any required remediation would be logged in a remediation tracker and sent to the nominated CCS representative.
- 3.9. HM Revenue and Customs (HMRC), Valuation Office (VOA) and Revenue and Customs Digital and Technology Services (RCDTS) specific Buyer requirements that the Supplier shall meet include the following:
 - 3.9.1. The contracted Supplier shall, in coordination with HMRC, integrate the Tail Spend Solution platform, in accordance with Schedule 15 (Implementation, Testing and Framework Services) with the HMRC instance of SAP Ariba Source to Pay platform in accordance with HMRC requirements and as part of a joint project team between the Supplier, HMRC, SAP and CCS. The Supplier shall assign appropriate resources to support this project work which will take place immediately following award of a Contract.
 - 3.9.2. HMRC operates a mandated purchase order process. The Supplier agrees and acknowledges that it shall not provide Goods or Services without having procured a Purchase Order number generated with HMRC's SAP Ariba Source to Pay platform. The Supplier must enrol onto HMRC's e-Portal trading system to receive a Purchase Order and any cost associated with the integration will be met by the Supplier.

4. Service Availability

- 4.1. The Supplier shall ensure that the Tail Spend Solution is available twenty-four (24) hours a day, three hundred sixty-five (365) days per year (or three hundred sixty-six (366) in a leap year), excluding any scheduled outages for system maintenance and/or system upgrades, that will be conducted outside Working Hours 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday ("Core Working Hours") (also see Paragraph 5.2.2 below) and where previously agreed with CCS.
- 4.2. Subject to Paragraph 4.1 the Supplier shall target system up time at above ninety-nine percent (99%) availability and this will be reviewed as part of Performance Indicators at regular intervals.

5. Maintenance and Upgrades

- 5.1. The Supplier shall ensure that scheduled maintenance and upgrades on the Tail Spend Solution are implemented in accordance with agreed timescales and shall be carried out with minimum disruption to the Service.
- 5.2. Maintenance and system upgrades:
 - 5.2.1. shall be provided, in relation to all aspects of the Tail Spend solution, by the Supplier at no additional cost;
 - 5.2.2. shall occur outside Core Working Hours of 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday; and
 - 5.2.3. shall ensure that all components of the architecture remain adequately supported by the Supplier.
- 5.3. The Supplier shall improve the functionality of the Tail Spend Solution for Buyers through iterative upgrades to the system which shall be informed by Feedback in accordance with Paragraph 9.2.2, 19.15 and 33.5.
- 5.4. A notification message shall be placed on the Tail Spend Solution at least two (2) weeks in advance of any scheduled maintenance and/or system upgrades.
- 5.5. The Supplier shall ensure any system maintenance and upgrades are tested prior to the upgrade/version release going live, including any third party providers that the Supplier is reliant upon.
- 5.6. During the Contract Period of the Framework Contract CCS may need to make changes to the process and interfaces with CCS systems and will provide the Supplier at least two (2) weeks' notice of these changes.
- 5.7. Any additional features and functionality that are not required at Go Live phase but requested during the integration of a large Buyer or through consultation with CCS must be configured and developed in the Tail Spend Solution within three (3) Months of the request.

6. Management of the Supply Chain

- 6.1. The Supplier shall manage its supply chain effectively, and ensure all relevant obligations and responsibilities contained in the Framework Contract are flowed down appropriately to its Key Subcontractors and Subcontractors.
- 6.2. The Supplier shall be the primary point of contact for all of its Subcontractors and shall be responsible for managing, controlling and maintaining all relationships throughout the Contract Period of the Framework Contract and each Contract.
- 6.3. The Supplier shall have sufficient resources to effectively manage its supply chain throughout the Contract Period of the Framework Contract and each Contract;
- 6.4. The Supplier shall be responsible for attracting and building a supply chain of Vendors, approving them, registering them and incorporating their Goods and Services information into the Tail Spend Solution to deliver the Buyers' requirements.
- 6.5. To ensure that the varying needs of Buyers can be met throughout the applicable Contract Period, the Supplier shall provide Buyers with enough choice (across all geographical areas within the UK and manufacturing / sourcing capability) and access to a sufficient number of Vendors, which together are able to offer the breadth of Deliverables required.
- 6.6. The Supplier shall actively source Vendors to satisfy the requirements of Buyers' demand based on Feedback and the Supplier's own market research.
- 6.7. The Supplier shall have processes in place to manage fluctuations in demand, ensuring that key supply chain dependencies are continuously monitored to ensure continuity of supply throughout the Contract Period of the Framework Contract and each Contract.
- 6.8. The Supplier shall proactively support the government's SME agenda and positively encourage and support SMEs to become part of its supply chain and register as Vendors on its Tail Spend Solution.
- 6.9. The Supplier shall provide support to SMEs where necessary to ensure the required standards for quality, delivery and Deliverables information are fully met.
- 6.10. The Supplier shall provide a report on the number of Vendors, active Vendors, SME Vendors and active SME Vendors on the Tail Spend Solution as per Paragraph 19.17.
- 6.11. The Supplier shall formalise the relationship with Vendors including terms for a Vendor Contract and shall be mindful of utilising appropriate and proportionate documentation to facilitate the process.
- 6.12. The Supplier shall effectively manage the performance of all of its Vendors to ensure the required Standards are met, including the following as a minimum:
 - 6.12.1. The Supplier shall monitor Vendors' acceptance of Buyers' Orders occurs in a timely manner and act as a point of escalation if required. In the event that Orders are not accepted by a Vendor, the Supplier shall take appropriate remedial action on behalf of the Buyer;

- 6.12.2. On time delivery of Goods; and
- 6.12.3. The Supplier shall monitor the performance of Vendors with appropriate processes in place to ensure the quality of the Deliverables supplied to Buyers are of a satisfactory quality, fit for purpose, free from defects and meet the description and specification of the Deliverables as described within the Tail Spend Solution.
- 6.13. The Supplier shall undertake appropriate action to address non-performance by Vendors, which shall include as a minimum:
 - 6.13.1. Providing support and guidance for improvement; and
 - 6.13.2. Suspending or blocking Vendors from the Tail Spend Solution.
- 6.14. The Supplier shall have a process to ensure open communication with its supply chain which will include Feedback on their performance, issue resolution, complaints and general support.
- 6.15. The Supplier shall ensure that only Vendors that are registered and approved are able to access the Tail Spend Solution and offer their Deliverables and sell them to Buyers in accordance with the Framework Contract and each Contract.
- 6.16. If required by the Buyer, the Supplier shall ensure that any key personnel and Vendors working on the Buyer's Contract (and each Order under it) must have the appropriate level of security clearance as reasonably requested by Buyers, in order to facilitate secure purchases of particular products as required. Additional requirements could include (but not be limited to) audit of Vendor premises (i.e. Sites).
- 6.17. In the event that the Supplier wishes to list their own brand Deliverables for sale, the Supplier shall be required to undertake registration onto the Tail Spend Solution and comply with the same quality Standards and selection criteria as Vendors.
- 6.18. The Supplier may not give preferential treatment and automatically place or promote their own brand Deliverables at the top of any search returns generated by Buyers within the Tail Spend Solution. The Supplier can make an exception only where their own brand Deliverables are the only search return generated or their own brand Deliverables are determined to be top of screen based on the Buyers filtering mechanisms. The Supplier must ensure its own brand Deliverables are presented in the same way as other Vendors Deliverables.
- 6.19. The Supplier shall provide transparency on the amount of each item's sales made on the Tail Spend Solution of its own brand Deliverables in actual value (£) and as a percentage of overall sales and ensure this features as a metric in the quarterly report.
- 6.20. The Supplier must ensure that no more than twenty five (25%) of the total Deliverables Ordered by Buyers shall be the Supplier's own brand Goods.
- 6.21. The Supplier must Subcontract to Subcontractors no less than seventy five percent (75%) of the total Deliverables Ordered by Buyers.

7. Vendor Selection, onboarding and Management

- 7.1. The Supplier shall be responsible for the management of Vendor selection and onboarding to the Tail Spend Solution.
- 7.2. The Supplier shall be responsible for providing a quick, simple and accessible onboarding process for Vendors.
- 7.3. The Supplier shall be responsible for the ongoing management of Vendors selected and onboarded to the Tail Spend Solution.
- 7.4. The Supplier shall be responsible for its supply chain provided via the Tail Spend Solution, maintaining robust supply chain assurance processes and procedures and managing all Vendors.
- 7.5. The Supplier shall ensure that only applicants who meet the standards defined by the Supplier as per the Tail Spend Solution T&Cs are approved as Vendors.
- 7.6. The Supplier shall have sufficient resources to accommodate and manage Vendor selection, management and onboarding in a timely and efficient manner, throughout the Contract Period of the Framework Contract and each Contract.
- 7.7. The selection and onboarding of Vendors shall be open and continue throughout the Contract Period of the Framework Contract.
- 7.8. Vendor selection and onboarding shall consist of several steps including a process of registration, assessment and approval.
- 7.9. Registration shall be available to Vendors across the whole of the UK.
- 7.10. It is anticipated that registration requests will be received from a variety of sources including, but not limited to:
 - 7.10.1. Suppliers' own supply chain;
 - 7.10.2. Buyers' Vendors; and
 - 7.10.3. independent Vendors.
- 7.11. The Supplier shall encourage Vendors' registration via a variety of sources, including advertising the opportunity, for example in Contracts Finder, via the Supplier's own website and in suitable trade publications.
- 7.12. The Supplier shall pay particular attention to the accessibility of their registration processes to SMEs and where undue barriers to SME inclusion are discovered within their processes either by the Supplier themselves or CCS, the Supplier shall take remedial action to improve the accessibility to SMEs.
- 7.13. The Supplier shall support Vendors throughout the registration process, providing guidance and assistance as required.
- 7.14. The Supplier shall ensure the Vendor onboarding and selection process is progressed within a reasonable timeframe and takes no longer than 60 days from start to finish. A report highlighting the number of successful Vendor onboarding

processes undertaken and within what timeframes will be provided by the Supplier as per Paragraph 19.13.

- 7.15. The Supplier shall advise Vendors of their status (for example, in progress, approved, not approved, suspended) at regular intervals.
- 7.16. The Supplier shall consider all Buyer's Vendor nominations for selection and onboarding to the Tail Spend Solution and communicate with Buyers to keep them updated on progression of such nominations if applicable.
- 7.17. The Supplier shall exercise due skill and care in the selection of Vendors, and have appropriate assessment processes in place to ensure that all Vendors have the technical and professional capability, resources and experience to deliver Buyers' requirements.
- 7.18. The Supplier shall ensure that the assessment process and criteria are transparent to Vendors.
- 7.19. The Supplier shall ensure that the Vendor selection and assessment process and criteria used includes the following as a minimum:
 - 7.19.1. Vendors must accept the Supplier's terms and conditions of contract ("T&Cs") which shall incorporate all relevant Framework Contract and Contract provisions within those T&Cs. A copy of the Supplier T&Cs will be shared with CCS before Go Live by sending them to: info@crownccommercial.gov.uk;
 - 7.19.2. Compliance with all relevant UK Laws, including GDPR, labour laws (including the Modern Slavery Act 2015), HMRC Tax, Health and Safety, laws relating to Prohibited Acts (including the Bribery Act 2010) and RoHS II (Restriction of Hazardous substances), as well as compliance with Standards, including all relevant UK ISO standards, Environmental standards and the avoidance and recovery of Packaging Waste;
 - 7.19.3. Compliance with applicable Government Buying Standards that apply to the Deliverables, compliance with these is a prerequisite to the Supplier permitting Vendor registration, can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
 - 7.19.4. HMRC record checks:
 - 7.19.4.1. Organisational structure and set up;
 - 7.19.4.2. Trading status and classification;
 - 7.19.4.3. Financial standing;
 - 7.19.5. Suitability - Adherence to the Vendor code of conduct which can be found at;

<https://www.gov.uk/government/publications/Vendor-code-of-conduct>
 - 7.19.6. Production and/or Sourcing capability; what Deliverables the Vendor can and/or will bring to the Tail Spend Solution;

- 7.19.7. Grounds for mandatory and discretionary exclusion under the Regulations; and
- 7.19.8. Compliance with mandatory insurance requirements, and provide the digital capability to receive and share with CCS upon request uploaded insurance documentation.
- 7.20. For further information refer to Schedule 16 (Registration and Management of Subcontractors) of the Framework Contract, which contains the minimum organisation details that the Supplier shall capture from Vendors and their current mandatory and discretionary grounds for exclusion.
- 7.21. During the Contract Period of the Framework Contract the Supplier shall ensure that improvements to processes are adopted where practicable to reduce the period required to complete the Vendor onboarding and selection process.
- 7.22. During the Contract Period of the Framework Contract the Supplier may be required to access government supplier records as directed by CCS to conduct record checks in relation to subcontractors.
- 7.23. Once Vendors have been successfully onboarded, the Supplier shall:
 - 7.23.1. ensure Vendors fully understand the process, to enable them to amend their Deliverables and prices;
 - 7.23.2. manage Vendors to ensure validity of certification such as insurance certificates, throughout the Contract Period of the Framework Contract and each Contract;
 - 7.23.3. ensure that Vendor accreditation (such as insurance certificates) are available on request for Buyers and CCS; and
 - 7.23.4. block or suspend Vendors for underperformance, as necessary, throughout the Contract Period of the Framework Contract and each Contract. For example, if Vendors do not meet the required standards of quality or Delivery or are no longer trading.
- 7.24. The Supplier shall be responsible for maintaining a full record of all Vendor applications, assessments, registrations, suspensions and removals in relation to the Tail Spend Solution.
- 7.25. CCS reserves the right to have a Vendor suspended from the Tail Spend Solution with reasonable justification.
- 7.26. Information on applications shall be available to CCS, on a quarterly basis as per Paragraph 19.17. Records shall include, as a minimum:
 - 7.26.1. all applications received;
 - 7.26.2. percentage of SMEs to apply;
 - 7.26.3. assessments undertaken;
 - 7.26.4. outcome of the assessment, i.e. approved, not approved, suspended; and
 - 7.26.5. percentage of approved SMEs.

7.27. Vendor onboarding, Selection and management mandatory system features and functionality

- 7.27.1. The Supplier shall ensure that the Tail Spend Solution allows for dynamic content updates by Vendors so that Buyers are viewing the most recent products, prices, descriptions etc. at intervals no less regular than once every 24 hours on Working Days;
- 7.27.2. The Supplier shall ensure that a Vendors' data and information is held securely, to ensure it cannot be accessed by unauthorised third parties or other Vendors on the Tail Spend Solution;
- 7.27.3. The Supplier shall ensure that only approved Vendors appear within the Tail Spend Solution and offer Deliverables available for purchase (i.e. able to list Deliverables, pricing and fulfil Orders) on the Tail Spend Solution; and
- 7.27.4. The Supplier shall ensure that the Tail Spend Solution allows for suspension, blocking and deleting of Vendors' access to the system.

8. Buyer onboarding to Tail Spend Solution

- 8.1. The Supplier shall be responsible for the onboarding of Buyers to the Tail Spend Solution. The act of:
 - 8.1.1. onboarding of a Buyer into the Tail Spend Solution shall result in the Buyer concluding and executing a legally binding Contract between the Buyer and Supplier for the provision of Deliverables during the Contract Period of the Contract; and
 - 8.1.2. a Buyer's Authorised User accessing the Tail Spend Solution and completing and submitting an Order which, once accepted by the Vendor, shall be a legally enforceable Order under that Contract, for which payment for the Deliverables shall be made by the Buyer to the Supplier.
- 8.2. The Supplier shall:
 - 8.2.1. manage the onboarding of a variety of Buyers, which may vary in size and scale; for example, Buyers may have only one Authorised User or may have a large number of Authorised Users;
 - 8.2.2. integrate or add specific Vendors, Deliverables or Deliverables lists to the Tail Spend Solution, if required by Buyers, when onboarding those Buyers;
 - 8.2.3. obtain sufficient Buyer profile information to enable Buyers to be set up to use the Tail Spend Solution as appropriate to the individual buying organisation including but not limited to Buyer role, authority level, organisation name, location and payment process, etc;
 - 8.2.4. advise CCS during the Implementation Period regarding what specific customer profile information they may require as standard in order to complete their onboarding process;
 - 8.2.5. assist Buyers to ensure that they have sufficient guidance and support available to them so that they are able to confidently access and use the Tail Spend Solution;

- 8.2.6. have sufficient flexibility and resources to manage a range of Buyers and a range of Authorised Users therein;
- 8.2.7. provide appropriate training and support to both individual Authorised Users and Buyers to ensure an efficient and easy onboarding and user experience;
- 8.2.8. if required by Buyers or CCS, the Supplier shall amend, delete or suspend specific Authorised Users and may enable certain Buyer Authorised Users with the appropriate authority level to amend, delete or suspend its Authorised Users themselves; and
- 8.2.9. enable Buyers to set up an account and Order items independently without the necessity of support from the Supplier.

8.3. Buyer onboarding mandatory system features and functionality

- 8.3.1. The Supplier shall ensure that the Tail Spend Solution contains the following mandatory functionality:
 - 8.3.1.1. A secure system which includes a process to ensure that individuals registering as Buyer Authorised Users are verified Authorised Users of the Buyer;
 - 8.3.1.2. A self-serve Buyer registration process inclusive of full account creation, enabling Buyers to begin Ordering items independently without the necessity of support from the Supplier;
 - 8.3.1.3. Aligns Buyer profiles to their own Buyer and provides a Buyer with secure access to the Tail Spend Solution, and to their own Buyer's information only;
 - 8.3.1.4. Holds each Buyer's data and information securely, to ensure that data cannot be accessed by other Buyers or third parties;
 - 8.3.1.5. Holds delivery addresses inputted by Buyers in the system, so that Buyers do not need to input delivery addresses for each Order;
 - 8.3.1.6. Allows specific delivery information or instructions to be added to Orders via a free text field by Buyers when Orders are placed;
 - 8.3.1.7. enables Curatable accounts as per Paragraphs 3.5.7 - 3.5.9;
 - 8.3.1.8. enables Buyer account administrators to set spend limits for different Authorised Users or user groups;
 - 8.3.1.9. Capable of providing an audit trail to track the activity of individual Authorised Users and Buyers;
 - 8.3.1.10. Maintains a record of all Orders placed which is easily accessible by Buyers and allows Buyers to view or track the progress/status of all their Orders;
 - 8.3.1.11. Capable of scalability to accommodate the required number of Buyer logins and Authorised Users; and

8.3.1.12. Capable of integrating with Buyer ERP Systems, where requested, with support and assistance from the Supplier and in collaboration with the Buyer. The Supplier shall have no restrictions on its ability to integrate with Buyer ERP Systems including but not limited to widely used systems such as those provided by SAP, Oracle, Jaggaer and OpusCapita. The Supplier shall consider any request for integration with Buyer ERP Systems and provide a response to the Buyer and CCS in the same instance within 30 Working Days of the initial request. The resultant integration project will be completed within sixty (60) days and in accordance with Schedule 15 (Implementation, Testing and Framework Services).

8.4. As part of their profile build, Buyers can have their organisation's delivery addresses pre-loaded into the system with the ability of an Authorised User to select the relevant delivery address at the time of ordering. This would be undertaken as part of the organisation's onboarding process.

9. Buyer Service Support

9.1. Buyers may use the Tail Spend Solution to purchase one or more Deliverables and this may be a change of process for many Buyers. To ensure the success of the Tail Spend Solution, the Supplier shall provide Buyers with the necessary support to encourage and facilitate use of their system.

9.2. The Supplier shall be the single point of contact for Buyers throughout the Contract Period of the Framework Contract and each Buyer Contract, and the Supplier shall provide, amongst other things in accordance with Paragraphs 9.3 - 9.11:

9.2.1. appropriate training and support material, including system prompts, user guides and frequently asked questions on the Tail Spend Solution itself and, where requested, more detailed training for Buyers;

9.2.2. a process whereby Buyers and CCS can provide Feedback on the Tail Spend Solution performance and on individual Vendor performance;

9.2.3. an escalation route for Buyers; and

9.2.4. timely updates to Buyers on the progress of queries and proposed resolution of issues.

9.3. The Supplier shall provide customer service staff, available at least within Core Working Hours Monday to Friday to support Contracting Authorities and Buyer queries, including but not limited to registration, purchasing, managing accounts, returns, deliveries and system difficulties on the Tail Spend Solution.

9.4. The Supplier helpline (for both implementation and for the Contract Period of the Framework Contract and each Buyer Contract) shall be available from Monday to Friday, 08:00 to 17:00 GMT (or BST as appropriate) excluding UK Bank Holidays. The helpline shall be a non-premium rate number.

9.5. The Supplier shall provide additional support including, but not limited to live chat or instant messaging solutions. The Supplier must not rely on frequently asked questions (FAQs) alone to provide guidance.

- 9.6. All Buyer and Vendor issues and enquiries relating to the Tail Spend Solution, including registrations and system functionality, shall be dealt with by the Supplier, and in accordance with agreed service levels and Performance Indicators, and not by CCS.
- 9.7. All issues and enquiries shall be logged and acknowledged within one (1) Working Day.
- 9.8. All issues or enquiries shall be resolved within five (5) Working Days of the original issue or enquiry being made, unless otherwise agreed with the Buyer.
- 9.9. The Supplier helpline support must be provided by Suppliers staff with the relevant skills and knowledge required to provide support and guidance to Buyers on and relating to the Tail Spend Solution.
- 9.10. The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that the Service is not compromised during periods of peak demand.
- 9.11. The helpline number shall be made visible on the Tail Spend Solution. Telephone messages (voicemail) shall be responded to within one (1) Working Day.
- 9.12. **Complaints Handling:**
 - 9.12.1. The Supplier shall be responsible for the management and resolution of all issues and complaints associated with Orders placed by Buyers on the Tail Spend Solution.
 - 9.12.2. The Supplier shall provide a robust and auditable complaints procedure for logging, tracking, investigating, managing, escalating and resolving complaints initiated by the Buyers.
 - 9.12.3. The Supplier shall analyse and identify any patterns to enable prompt mitigation and rectification.
 - 9.12.4. The complaints procedure shall comply with the following:
 - 9.12.4.1. All complaints shall be logged and acknowledged within one (1) Working Day;
 - 9.12.4.2. All complaints shall be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with the Buyer;
 - 9.12.4.3. The Supplier shall ensure that the Vendor replaces any returned, faulty and Recalled Deliverables with items of the same price and quality within ten (10) Working Days from the date the complaint is made; and
 - 9.12.4.4. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.
 - 9.12.5. The Supplier shall provide an escalation route for any complaints that have not been resolved within the specified timescales.

- 9.12.6. The Supplier shall consult with the Vendor and the Buyer to make an informed decision about the best way to resolve any dispute. Examples may include the following:

- 9.12.6.1. vendors re-fulfilling the Order at no additional cost to the Buyer;
- 9.12.6.2. offering the Buyer a discount in order to satisfy the Buyer complaint;
- 9.12.6.3. withholding payment from the Vendor, although this should happen only as a last resort; and
- 9.12.6.4. where a Vendor is not paid for a job due to quality or Delivery issues and the dispute is considered resolved, the Supplier shall ensure the Buyer receives a full refund in a prompt manner including a remittance note if applicable.

9.13. Buyer Service Support mandatory system features and functionality

- 9.13.1. The Supplier shall ensure that the Tail Spend Solution contains the following functionality;

- 9.13.1.1. facilitate Feedback from Buyers and their Authorised Users (via a digital method) on the quality and Delivery of Goods from Vendors;
- 9.13.1.2. provide the Vendors with visibility of all Orders placed by all Buyers;
- 9.13.1.3. online user guides to support Buyers' use of the system;
- 9.13.1.4. the Supplier helpline shall be visible on the Tail Spend Solution;
- 9.13.1.5. ability for Buyers to set up an appropriate approvals workflow as at 2.9.1.1 suitable for their individual organisations requirements, based on the individual Authorised Users levels of authority;
- 9.13.1.6. in the event that Buyers require an approval process to be part of their organisation's approach to using the Tail Spend Solution, the Supplier shall advise on the options available to accommodate the Buyer's specific requirements, and provide the necessary support to allow an efficient and effective implementation; and
- 9.13.1.7. to improve the management and visibility of complaints resolution, the Tail Spend Solution shall provide Buyers with a record of their complaints, details of progress and resolution of their complaints.

10. Deliverables

- 10.1. The type of Deliverables made available by the Supplier to be Ordered via the Tail Spend Solution will be Buyer-led. All Deliverables must be new, or as new if recycled, unused and of recent origin. The Supplier shall integrate specific Deliverables or Deliverable lists, if required as at Paragraph 8.2.2, when adding or integrating Buyers. It is anticipated that this will include, but not be limited to, items that fall within the following Categories:

- 10.1.1. IT peripherals;

- 10.1.2. stationery, office supplies and equipment;
- 10.1.3. janitorial products;
- 10.1.4. property and vehicle maintenance supplies;
- 10.1.5. domestic consumables;
- 10.1.6. business clothing and footwear;
- 10.1.7. education supplies;
- 10.1.8. arts and crafts;
- 10.1.9. luggage and transport accessories;
- 10.1.10. musical instruments;
- 10.1.11. sport and games;
- 10.1.12. furniture;
- 10.1.13. domestic appliances and kitchenware;
- 10.1.14. first aid supplies;
- 10.1.15. security supplies; and
- 10.1.16. sundries.
- 10.2. The Deliverables Categories listed in Paragraph 10.1 are not exhaustive and CCS retains the right to approve the incorporation of new Deliverables and Categories during the Contract Period of the Framework Contract and each Contract. This list will also be updated in line with Buyer requirements, market engagement and gap analysis.
- 10.3. The Supplier shall provide a comprehensive product organisation and classification taxonomy within the Categories to enable Buyers to browse content in an intuitive manner.
- 10.4. The Supplier shall take appropriate steps to capture demand, throughout the relevant Contract Period, for Deliverables they are unable to supply e.g. monitoring keyword searches and having a readily accessible Feedback feature to allow Buyers to notify the Supplier if they have been unable to locate a product. The Supplier shall take appropriate steps and make reasonable endeavours to respond to this demand by proactively sourcing new Deliverables and/or Vendors to ensure the Tail Spend Solution contains an increasingly relevant product selection for Buyers.
- 10.5. The Supplier shall show Buyers accurate stock availability information within the Tail Spend Solution on all Deliverables at the time of viewing.
- 10.6. The Supplier shall integrate or add specific Deliverables or Deliverable lists to the Tail Spend Solution, if required, when onboarding new Buyers.

- 10.7. The Supplier shall add new Deliverables within each Category to the Tail Spend Solution where requested by the Buyer.
- 10.8. The Supplier shall add specific Vendors to the Tail Spend Solution, if required, when onboarding new Buyers.
- 10.9. The Supplier shall integrate or add specific Deliverables, as agreed with CCS, when Buyer usage data reports highlight unfulfilled product search reports, in accordance with Paragraph 19.10.
- 10.10. The Supplier shall enable Buyers to filter Deliverable searches on a variety of criteria, including as a minimum; price, category, delivery options and Social Value parameters (for example Vendor location, Vendors registered as SME, environmental labelling/designation). The criteria for Go-Live will be agreed during the Implementation Period and will be reviewed throughout the duration of the Framework Contract.
- 10.11. Where multiple price options are available for the same product the Buyer, at its sole discretion, must be free to make a purchase choice.
- 10.12. The Framework Contract **excludes** the following:
 - 10.12.1. Safety Critical Products;
 - 10.12.2. Used or second hand products;
 - 10.12.3. Grey market goods, i.e. products that are sold legally but outside the brand or manufacturer's permission; and
 - 10.12.4. Personal use.
- 10.13. CCS reserves the right to Curate the Tail Spend Solution which shall include, but not be limited to (a) prohibiting specific items, Categories or Vendors, and (b) subdividing Categories of Deliverables for Buyer clarity when undertaking a search.

11. Buyers' Requirements

- 11.1. Buyers shall be able to easily specify their requirements using the Tail Spend Solution search and selection functions, which shall be user friendly and intuitive for the non-expert. Appropriate images, descriptions and guidance shall be available.
- 11.2. the Tail Spend Solution shall have the capability to support Buyers to fulfil their requirements in, amongst others, each of the following ways:
 - 11.2.1. Click and Buy: Allowing the Buyer to choose from a range of everyday business and consumer items (i.e. Catalogue Items (with or without Options)). The Tail Spend Solution will provide the Buyer with an instant price;
 - 11.2.2. Request for Quote (RFQ): The Supplier shall ensure the Tail Spend Solution has the facility to allow the Buyer to enter a bespoke specification for Non Catalogue Items, via the Tail Spend Solution, i.e. to request a quote for items that are not available via the Click and Buy option under Paragraph 11.2.1 within the Tail Spend Solution. The Supplier shall endeavour to provide a quote either by contacting the Vendors registered on the Tail Spend Solution

(with the appropriate manufacturing or sourcing capability) and/or via the Suppliers own supply chain;

- 11.2.3. Allowing Authorised Users to view (and re-order) their previously purchased or most frequently purchased items;
- 11.2.4. Allowing Authorised Users to create a 'favourites' list or similar; and
- 11.2.5. Allow Authorised Users to save items to their own basket so that they can purchase them or amend them at a later time.

11.3. **Buyers reporting requirements**

- 11.3.1. The Supplier shall ensure that Buyers are able to easily access data on their current and previous transactions via the Tail Spend Solution. The data will be available through self-serve functionality in Dashboard, with reporting formats and will provide up-to-date information;
- 11.3.2. The Supplier shall ensure that Buyers are able to easily access their raw data on transactions, including download in Excel or similar formats;
- 11.3.3. The Supplier shall ensure Buyer, Parent Organisation and Authorised User(s) access to report data shall be restricted to their own data or as detailed at Paragraph 19.11;
- 11.3.4. The Supplier shall provide information including total spend, spend per category, spend per item, spend per user, number of Orders placed, account information, price information, Vendors selected, as well as Feedback on Delivery performance, if applicable; and
- 11.3.5. The Supplier shall make available reports to Buyers via the Tail Spend Solution, as detailed at Paragraphs 2.1.41, 10.8, 19, 32.12, 34.4 and 35.3.

12. **Pricing and Request for Quotes**

- 12.1. After conducting a search or browsing on the Tail Spend Solution, Buyers shall be provided with one or more products and their price, based on their Buyer requirements set out via their chosen filters. Prices shall be available from the full range of Vendors capable of providing the Deliverables within the Tail Spend Solution.
- 12.2. The Supplier shall provide one or more Bulk Pricing Options for Buyers and have some form of ability to highlight preferential pricing based on quantity, either through automated or non-automated options.
- 12.3. The system shall allow Buyers to view pricing alongside the Deliverables and allow them to easily determine the most suitable price that meets their requirements.
- 12.4. Buyers shall be able to Order Deliverables in real time.
- 12.5. The Supplier shall ensure that:
 - 12.5.1. Only approved Vendors with suitable fulfillment capabilities are shown on the Tail Spend Solution and are able to show prices; and

- 12.5.2. Prices are instantly available for Click and Buy.
- 12.6. Where Buyer requirements are non-standard or not available via the Click and Buy option (i.e. Non Catalogue Item); the Tail Spend Solution shall permit the Buyer to submit a Request for Quote (RFQ) via the RFQ function. This will allow the Buyer to enter a bespoke specification and request for a quote for the required Deliverable(s) sought. The Supplier shall endeavour to provide a quote either by contacting the Vendors registered on the Tail Spend Solution (with the appropriate manufacturing or sourcing capability) and/or via the Suppliers own supply chain.
- 12.7. Where Buyers use the RFQ feature, the Supplier shall ensure that:
 - 12.7.1. quotes clearly state the validity period;
 - 12.7.2. only approved Vendors with suitable fulfilment capabilities and/or those within the Supplier's own supply chain are able to provide quotes;
 - 12.7.3. quotes provided containing pricing and Deliverables shall be conveyed via the Tail Spend Solution messaging, email or hard copy if requested by the Buyer. Instructions shall also be included informing the Buyer how to complete the purchase;
 - 12.7.4. a response to an RFQ is provided within the timescales specified by the Buyer or no later than within a maximum of five (5) Working Days from the issue date and time of the RFQ via the Tail Spend Solution. The Buyer shall receive an alert or email to notify them that it has been sent; and
 - 12.7.5. Buyers are able, at their complete discretion, to select the one or more Deliverables offered in response to an RFQ that best meet their need(s) and place an Order with the Supplier based on their chosen Deliverables/Vendor(s).
- 12.8. All prices provided (i.e. for a Catalogue Item (with or without Options) or an RFQ) shall be transparent and identify the total cost with a price breakdown identifying the following, as a minimum:
 - 12.8.1. in GBP;
 - 12.8.2. Goods costs;
 - 12.8.3. distribution / Delivery costs;
 - 12.8.4. Subcontractor Fee applicable to each Vendor;
 - 12.8.5. any relevant Tax and/or duty;
 - 12.8.6. any applied discount(s) including Bulk Pricing Options;
 - 12.8.7. where a promotional price has been applied; and
 - 12.8.8. displayed in a clear, easy to read format.
- 12.9. The Supplier shall enable Vendors' pricing to be dynamic, in order that Vendors are able to reflect the current market conditions. For example, a Vendor may have excess stock or production capacity enabling them to offer reduced pricing, or if

Vendors have been unsuccessful in securing sales through the Tail Spend Solution and may wish to reduce their prices to be more competitive.

- 12.10. The Supplier shall ensure that the process to undertake price amendments in the Tail Spend Solution is straightforward, quick and easy to apply.
- 12.11. The Supplier shall ensure that:
 - 12.11.1. Vendors fully understand the price amendment process to enable them to amend their prices; and
 - 12.11.2. Vendors are provided with the necessary training and support to ensure that they are fully able to update their prices and selection of deliverables quickly and proficiently.
- 12.12. **Click and Buy Instant Pricing, Pricing mandatory system features and functionality**
 - 12.12.1. The Supplier shall ensure that following Buyers' input of keywords or browsing by Category, the Tail Spend Solution shall display pricing against all Deliverables that are Catalogue Items (with or without Options) displayed on the system;
 - 12.12.2. The Supplier shall ensure the Tail Spend Solution is capable of providing a summary view of available pricing against Deliverables which can be sorted, as a minimum, from the lowest to highest price; and
 - 12.12.3. The Supplier shall ensure that the Tail Spend Solution allows Vendors to amend their pricing at intervals no less regular than once every twenty-four (24) hours on Working Days and the price amendment(s) shall be live in the Tail Spend Solution following the system refresh and no later than close of business the next Working Day.

13. Ordering

- 13.1. The Supplier shall retain full responsibility for ensuring Vendors fulfil Orders.
- 13.2. The Supplier shall ensure that Buyers are able to easily and instantly Order their requirements via the Tail Spend Solution, and to clearly identify which Vendor(s) they wish to fulfil their requirements.
- 13.3. All purchase Orders shall be in the name of the Supplier.
- 13.4. The Buyer shall be able to freely select the Vendor they wish to fulfil their requirements. The decision of which Vendor is selected shall be at the sole discretion of Buyers.
- 13.5. The Supplier shall confirm receipt of all purchase Orders to the Buyer within one (1) Working Day of receipt, and that they are proceeding to fulfil the Order.
- 13.6. **Ordering mandatory system features and functionality**
 - 13.6.1. The Supplier shall ensure that the Tail Spend Solution contains the following mandatory functionality:

- 13.6.1.1. provide an easy to use Click and Buy facility, allowing Buyers to Order their Deliverables via the Tail Spend Solution;
 - 13.6.1.2. allow Buyers to place their Order with the Vendor of their choice;
 - 13.6.1.3. offer the capability for the Buyer to include cost code(s) applicable to their organisation when processing an Order;
 - 13.6.1.4. ensure the Tail Spend Solution automatically captures all data to process and fulfil Orders, including but not limited to; Buyer requirement description, Deliverable description, any applicable Catalogue Item Options attached to that Deliverable, Delivery Options (if applicable), Delivery address, Vendor information, price (with and without selected Options) inclusive of all relevant discounts (including Bulk Pricing Options), Taxes (which includes duties) and Delivery requirements;
 - 13.6.1.5. only allow Orders to be produced when all the mandatory fields are completed and the Vendor has Deliverables available. If the Buyer does not complete all the mandatory fields, the system will indicate the incomplete or missing data;
 - 13.6.1.6. pre-populated standard data that can be obtained from a Buyer's Registration Process profile information, to ensure that Buyers do not need to re-input details (such as Buyer name and delivery address(es)), however it must be possible to amend the pre-populated data, where applicable;
 - 13.6.1.7. provide a free text field on Orders to allow Buyers to include cost codes;
 - 13.6.1.8. provide a free text field on Orders, to allow Buyers to include additional Delivery instructions, such as delivery floor, department location or any delivery restrictions, or if the Deliverables are of a sensitive nature, they will require secure transportation;
 - 13.6.1.9. maintain a record of all Orders placed by the Buyer and each Authorised User which is easily accessible by Buyers; and
 - 13.6.1.10. enable Buyers to view or track the progress of their Order and provide them with information in Order to do so following placement of their Order where applicable.
- 13.6.2. Once Orders are placed and received by the Supplier, the Supplier shall;
- 13.6.2.1. send an email confirmation to the Buyer and/or provide a system alert acknowledging receipt of the Order;
 - 13.6.2.2. send an email confirmation to the Buyer and/or provide a system alert that the Order has been successfully placed and accepted by the Supplier on behalf of it's Vendor and providing Buyers with a unique Order number; and
 - 13.6.2.3. update Buyers on progress of Orders via notifications to state dispatched, delivered etc.

- 13.6.3. The Supplier shall allow Buyers to place multiple Orders from more than one Vendor in a single transaction.

14. Delivery

- 14.1. The Supplier shall ensure that a full UK national Delivery Service is provided (including Northern Ireland, Scotland and Wales), to accommodate the wide range of Buyers and their Delivery location requirements. The various Delivery Options provided by the Supplier shall be specified within the Tail Spend Solution and against its selected Deliverable(s) with a time estimate for receipt by Buyers.
- 14.2. Deliveries to Buyers' premises (and other specified Sites) shall be made between Core Working Hours of 08:00 to 17:00 GMT (or BST as appropriate) Monday to Friday throughout the year (excluding UK public holidays). Deliveries will not normally be accepted on Saturdays, Sundays or UK public holidays, unless previous notification is given and Approved by the Buyer.
- 14.3. All deliveries must be sent and received in sound condition, securely packaged, clearly labelled, have a delivery note attached specifying the Supplier Order Number, Purchase Order Number (if any), type and quantity of Goods and is marked for the attention of the relevant individual (if any) specified by the Buyer in the Order.
- 14.4. The Supplier shall consolidate deliveries and reduce the number of individual packages Delivered to the same Buyer at the same location, by sending multiple Orders or items together whenever possible.
- 14.5. The Supplier shall not Deliver Goods by instalments except with the Approval of the Buyer. Where deliveries are by instalments, the Buyer may be invoiced and pay for them separately, as per the instalment deliveries, where requested.
- 14.6. Buyers shall advise the Supplier where Deliverables are of a sensitive nature and require additional security measures or controls to be undertaken. The Supplier shall ensure appropriate solutions are available for secure transportation and Delivery when required.
- 14.7. The Supplier's Options for Delivery shall include the offer of next day Delivery Options on Deliverables, where possible, in addition to standard Delivery Options.

15. Returns

- 15.1. The Supplier shall ensure that there is a simple and transparent returns process in place for all Deliverables purchased via the Tail Spend Solution: note Paragraph 15.5.
- 15.2. The Supplier shall administer all applicable refunds to Buyers, including those for faulty and non-conforming Deliverables.
- 15.3. The Supplier shall ensure adherence to 15.2 in the event a Vendor leaves the Tail Spend Solution at any point during the period of the Framework Contract.
- 15.4. If the Vendor fails to supply the correctly Ordered Deliverables, or the quantity required, the Supplier shall ensure that the Vendor delivers to the Buyer the correct Order or balance of the correct Ordered Deliverables, within a timescale agreed with the Buyer.

- 15.5. If the Buyer returns faulty Deliverables to The Vendor, any replacements or substitutions must be of equal or higher quality and be subject to the same costs and charges as the original Deliverables.
- 15.6. The Supplier should be aware that the Buyer may have no facility to return Deliverables. If the Supplier incorrectly fulfils an Order by sending faulty, non-conforming, incorrect or the wrong quantity of Deliverables, then the Buyer shall not be required to pay for those Deliverables. The Buyer will advise the Supplier of any incorrect Deliverables within an agreed timescale via the Tail Spend Solution and, if the Supplier wishes to arrange for the retrieval of such Deliverables, the Supplier shall ensure to do so at their own expense and at a time suitable to the Buyer.

16. Payment

- 16.1. The Supplier shall be responsible for the management of all payments relating to this Framework Contract and each Contract under it. This shall include:
 - 16.1.1. taking payment for Orders from Buyers;
 - 16.1.2. payment of all Vendors for Deliverables they have provided to Buyers, Ordered under the Framework Contract or Buyer Contract; and
 - 16.1.3. paying CCS the Management Fee within 30 days of the date of invoice.
- 16.2. The Supplier shall establish a prompt payment process to ensure that Vendors are paid in a timely and efficient manner.
- 16.3. The Supplier shall ensure that:
 - 16.3.1. a robust process is established to ensure payment of Vendors. Where the traditional Order/invoice process is used by Buyers, this shall be within a maximum of 30 days for undisputed invoices; and
 - 16.3.2. where the payment is processed by purchase card, the payment of Vendors shall be within a maximum of 7 days.
- 16.4. The Supplier shall provide a range of payment and invoicing processes for Buyers within the Tail Spend Solution including but not limited to the following:
 - 16.4.1. debit or credit cards / Government Procurement cards;
 - 16.4.2. Order / Invoice payment; and
 - 16.4.3. punch-out / Buyer ERP Systems (for payment).
- 16.5. The Supplier shall offer consolidated invoicing to all Buyers.
- 16.6. The Supplier shall offer appropriate levels of credit to Buyers who wish to pay via invoice. This will be managed by the Supplier and any credit amount offered to a Buyer through the Suppliers' own processes is at the discretion of the Supplier with no risk or liability to CCS.
- 16.7. The Buyer shall specify their payment process as part of their Buyer Registration Process onboarding phase, and the Supplier shall be flexible in accommodating

each Buyer's requirement in respect of payment. The payment method must be able to be altered by the Buyer's Authorised Users at the time of the Ordering.

- 16.8. The Supplier shall assist Buyers to support the adoption of the most efficient methods of payment throughout the duration of the Framework Contract and / or Contract.

16.9. **Order Invoice process**

- 16.9.1. The use of the Order invoice process as a method of payment may not be able to be managed in its entirety within the Tail Spend Solution. There may be a requirement for a manual intervention to secure payment, for example, validating the Order number provided by Buyers, allowing invoices to be created to ensure payment can be processed.

17. Marketing of the Framework Contract

- 17.1. The Supplier shall take into account that the key to the success of this Framework Contract will be to make full use of the Tail Spend Solution by onboarding a wide range of Buyers and a broad range of Goods and Services that fall within the Categories and definition of Deliverables in the knowledge that is it possible that Buyers may only make low value purchases.
- 17.2. The Tail Spend Solution will be a new way of buying for many Contracting Authorities, and a change in buying behaviour can take time and persistence to implement.
- 17.3. The Supplier shall be aware that some Buyers may not have used CCS Framework Contracts previously for their diverse requirements, and may have used local providers to support and meet such needs.
- 17.4. The Supplier shall engage effectively with CCS and Buyers to positively promote the Framework Contract, to attract users and to increase spend delivered via the Tail Spend Solution. Activities relating to the promotion of the Tail Spend Solution are expected to commence shortly after the award of the Framework Contract, prior to the full launch of the Tail Spend Solution and throughout the Contract Period of the Framework Contract.
- 17.5. The Supplier shall actively drive user adoption of the Tail Spend Solution by planning significant investment and activity to achieve the required market penetration.
- 17.6. The Supplier shall:
- 17.6.1. develop the co- branding strategy for the Tail Spend Solution including but not limited to logo creation at the Suppliers own cost, in line with CCS guidelines contained within Paragraph 17.9, with CCS to have the final sign off;
- 17.6.2. ensure CCS are engaged for sight and approval on any key messages regarding the marketing of the Tail Spend Solution;
- 17.6.3. develop and manage a robust marketing strategy to promote the Tail Spend Solution to both Buyers and Vendors;
- 17.6.4. regularly review the marketing strategy to ensure continued effectiveness;

- 17.6.5. undertake promotional activities before, during and after launch of the Framework Contract;
 - 17.6.6. make public sector organisations aware of the Framework Contract and the value that can be achieved by Buyers utilising the Tail Spend Solution, encourage Buyers to use the Tail Spend Solution;
 - 17.6.7. undertake activities to promote registration of Vendors;
 - 17.6.8. deliver against a range of outcome based metrics related to the marketing and uptake of the Tail Spend Solution. These will be set by CCS during the Implementation Period and will include, but may not be limited to, the number of Buyer Registrations and the value of spend to be delivered through the solution; and
 - 17.6.9. supply adequate marketing materials to CCS and as defined by CCS during the Implementation Period including but not limited to a short Marketing Video detailing the features and functionality available from the solution and a more detailed guidance document elaborating further in terms of detailed information about the solution (how it works, how it can be tailored, specific benefits, product split available etc.), in order that CCS may present these publicly via our website to customers wishing to make a choice between the 2 (two) awarded solutions.
- 17.7. All marketing content shall be Approved by CCS prior to publication or issue to target audiences.
- 17.8. All marketing and branding shall conform to CCS guidelines as outlined [here](#).

18. Implementation and Go Live - Mandatory Requirements

- 18.1. The Supplier shall take into account that the Tail Spend Solution will be a new system for Contracting Authorities, Buyers and CCS. It is therefore imperative that the Supplier has in place a robust approach to the development, implementation, set up, Testing and Go Live processes for the Tail Spend Solution.
- 18.2. The Supplier shall ensure that the Tail Spend Solution will integrate with CCS's strategic Identity Access Management (IDAM) service to access the Tail Spend Solution portal. (See Paragraph 3 (Digital requirements)).
- 18.3. The Supplier shall work in consultation with CCS's IT Digital Services Directorate (DSD) at the implementation and Go Live stages to ensure a systematic, planned and robust implementation of all aspects of the Tail Spend Solution.
- 18.4. The Supplier shall agree to a Testing period during the Implementation and Go Live stages with CCS. Services provided during these stages may need to be formally assessed, either by the Government Digital Service (GDS), CCS or by a third party instructed by them, to confirm that it is being built in a way that meets the Government Digital Service Standards, as set out in:

<https://www.gov.uk/service-manual/helpingpeople-to-use-your-service/making-your-service-accessible-an-introduction>

<https://www.gov.uk/guidance/make-your-website-or-app-accessible-and-publish-an-accessibility-statement#decide-how-to-check-the-accessibility-problems-on-your-website-or-mobile-app>

- 18.5. On award of the Framework Contract, the Supplier shall appoint a suitably skilled and experienced implementation team with a named implementation manager. The Supplier shall provide the name of its implementation manager to CCS within five (5) Working Days of the award of the Framework Contract.
- 18.6. The Supplier's implementation manager shall work with CCS to agree and deliver an Implementation Plan to CCS for its initial review within eight (8) Working Days after the Start Date.
- 18.7. The Supplier shall provide dedicated Supplier Staff to work with CCS on the implementation of the contract, ongoing management and as a point of escalation for CCS and Buyer issue resolution.
- 18.8. The Implementation Plan shall include, but not be limited to:
 - 18.8.1. configuration of the Tail Spend Solution (including branding, onboarding of Buyers (i.e. Buyer Registration Process) and Vendor registration);
 - 18.8.2. integration with CCS's strategic Identity Access Management (IDAM) service to access the Tail Spend Solution portal;
 - 18.8.3. Testing the digital Service with CCS and Buyers (and/or Contracting Authority) representatives;
 - 18.8.4. UAT (User Acceptance Testing) testing;
 - 18.8.5. IT Health Check;
 - 18.8.6. data security requirements;
 - 18.8.7. provision of all materials to assist Buyers in the Call-Off Procedure;
 - 18.8.8. details of the Buyer Registration Process;
 - 18.8.9. details of the procedure for attracting and registering Subcontractors together with relevant timings such that this process can commence during the Implementation Period;
 - 18.8.10. provision of reports;
 - 18.8.11. details and timings of training to be provided to relevant personnel of CCS in regard to the functioning and use of the Tail Spend Solution;
 - 18.8.12. launch and promotion of the Service to CCS' existing and potential Buyers; and
 - 18.8.13. a plan for ensuring all mandatory features and functionality which are not in the Suppliers' current version (if applicable) of the system are available prior to the Go Live of the Tail Spend Solution. Please refer to Table 1 (Summary of Implementation Phases and Activities) below for a high level summary.

- 18.9. When a new feature is introduced under the terms of the Framework Contract, the Supplier shall develop an appropriate Implementation Plan and Testing regime, as applicable.
- 18.10. During Implementation the Supplier shall provide training to the CCS Category management team on the use of the Tail Spend Solution, which may include, but not be limited to, user guides, training sessions, webinars and videos.
- 18.11. The Supplier shall ensure that all Buyer Contract implementations which shall include Buyer ERP Systems, shall be managed in accordance with Paragraph 18 of Schedule 5 (Specification).
- 18.12. The Supplier shall be aware and take into account the fact that Buyer hardware and software may vary significantly, including internet browser and operating systems, when configuring, designing functionality and implementing the Tail Spend Solution.

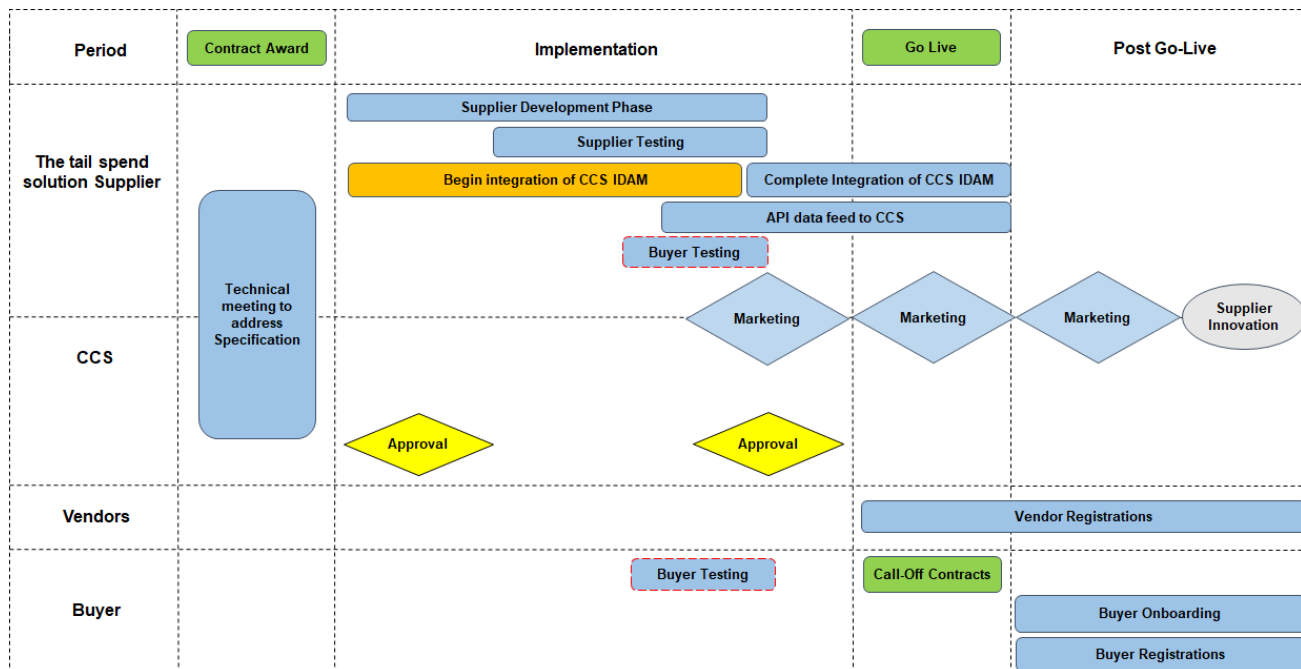


Table 1 Summary Implementation and Go Live Phases and Activities.

19. Management Information and Data Reporting Requirements.

Management Information.

- 19.1. The Supplier shall ensure all data and information that the Supplier is obliged to supply or make available to CCS at Paragraph 19.5 shall be considered “Management Information” for the purposes of the Framework Contract and, unless agreed otherwise by CCS, must be provided Monthly (unless stated otherwise), as part of the MI Report in accordance with Schedule 9 (Management Charges and Information).
- 19.2. All Management Information and data reports listed within the reporting requirements detailed below (Paragraphs 19.3 - 19.26 inclusive) to be received by CCS or Buyers shall be fulfilled for the Contract Period of the Framework Contract and each Contract. The implementation and delivery of all Management Information and reports listed below shall be at the Suppliers own cost.
- 19.3. The reporting requirements of CCS and Buyers may evolve over the Contract Period of the Framework Contract and each Contract. The Supplier shall ensure that there is sufficient flexibility within the Supplier’s solution to accommodate future reporting needs.
- 19.4. The Supplier shall provide a point of contact for Management Information submissions at Framework Contract award and keep this up to date for the Contract Period of the Framework Contract and each Contract.
- 19.5. The Supplier shall collate and deliver a Management Information Report to CCS in Excel format, on the 5th Working Day of each Month for the Contract Period of the Framework Contract from Go Live including but not limited to:
 - 19.5.1. Buyer name;
 - 19.5.2. Buyer URNs;
 - 19.5.3. Buyer invoice/credit note date;
 - 19.5.4. Buyer invoice/credit note number;
 - 19.5.5. quantity;
 - 19.5.6. price per unit; and
 - 19.5.7. invoice total ex VAT.

CCS Transactional data feed.

- 19.6. The Supplier shall provide a transactional API (application programme interface) feed to CCS with final report contents to be agreed at Framework Contract award, this will include all “transactional data” including but not limited to:
 - 19.6.1.1. Buyer name & URN;

- 19.6.1.2. Deliverable description & code;
- 19.6.1.3. own brand Deliverable code;
- 19.6.1.4. Deliverable Category;
- 19.6.1.5. unit of Measure;
- 19.6.1.6. price per unit;
- 19.6.1.7. quantity;
- 19.6.1.8. Buyer payment type;
- 19.6.1.9. invoice total; and
- 19.6.1.10. Buyer invoice/credit note date.

Self-Serve Reports.

- 19.7. The Supplier shall ensure that CCS has access to all Buyer usage data relating to the Framework Contract and each Contract via a self-serve reporting functionality within the Tail Spend Solution. The format for reporting requirements shall include both presentation of the raw data in excel or similar format and summary Dashboard reports. The format shall be finalised with CCS during the Implementation phase of the Framework Contract.
- 19.8. To allow the provision of a self-serve reporting function in the Tail Spend Solution for CCS and individual Buyers, a record of all Orders placed shall be maintained, which shall include, but not be limited to the following details:
 - 19.8.1. the Buyer;
 - 19.8.2. the selected Vendor;
 - 19.8.3. price and description of Deliverables Ordered;
 - 19.8.4. total value of the Order;
 - 19.8.5. spend by Category;
 - 19.8.6. spend by product type;
 - 19.8.7. spend by User;
 - 19.8.8. Order reference number;
 - 19.8.9. transaction time and date;
 - 19.8.10. method of payment;
 - 19.8.11. time from Order to Delivery;
 - 19.8.12. cancelled or amendment of Orders;

- 19.8.13. cumulative total value of Orders placed per Buyer; and
- 19.8.14. cumulative total number of Orders placed per Buyer.
- 19.9. The Supplier shall make available self-serve reports, to CCS and Buyers, detailing the total value (in GBP £) of transactions made through the Tail Spend Solution delivering Social Value elements as detailed at Paragraph 32. These cumulative reports shall include but not be limited to:
 - 19.9.1. Buyer's cumulative and total SME spend;
 - 19.9.2. Buyer purchases from local Vendors/subcontractors. A final definition of local Vendors/subcontractors is to be agreed at Framework Contract award;
 - 19.9.3. Buyers total spend on Deliverables covered by UK Government Buying Standards as per Paragraph 7.19.3; and
 - 19.9.4. what percentage of packaging is from a sustainable source or recycled.
- 19.10. Where the Buyer selects a Deliverable via the list of filters detailed in Paragraph 10.10 the Supplier shall provide a report detailing:
 - 19.10.1. which filter was chosen;
 - 19.10.2. the Buyer;
 - 19.10.3. time and date;
 - 19.10.4. Deliverable code, quantity and description; and
 - 19.10.5. total transaction value.
- 19.11. Buyers' access to self-serve reports shall be restricted to their own data. For the purposes of this Paragraph 19.9, "**Buyer data**" shall refer to the Buyer's own data, but the Buyer may notify the Supplier within the Buyer Registration Process whether it wishes its Buyer data to be shared with a Parent Organisation. Therefore it will be possible for a Parent Organisation to be entitled to access a number of Buyer's data, relating to all Authorised Users Orders under each Buyer Contract.
- 19.12. The Supplier shall collate the following Buyer usage analytics data from Go Live of the Tail Spend Solution and deliver this via self-serve functionality to CCS and to the nominated representative of CCS on a Monthly basis. The final report content shall be agreed at Framework Contract award. The data shall include but not be limited to;
 - 19.12.1. how many Buyer clicks on the CCS URL;
 - 19.12.2. the number of overall unique visitors;
 - 19.12.3. what is the bounce rate away from the Tail Spend Solution;
 - 19.12.4. what did Buyers search for on the site? Top fifty (50) search items;
 - 19.12.5. what were the top fifty (50) unfulfilled Deliverable searches;

- 19.12.6. what are the top fifty (50) Deliverables Buyers viewed;
- 19.12.7. what is the unique visitor conversion rate;
- 19.12.8. what is the average invoice/Order value;
- 19.12.9. what was the payment type used and overall % of sales attributable to each payment type;
- 19.12.10. which Buyers have placed an Order;
- 19.12.11. what is the total sales value per month;
- 19.12.12. what is the total returns and Recalls value per month;
- 19.12.13. how long on average did Buyers spend on the site;
- 19.12.14. what percentage of Buyers used the Tail Spend Solution helpline and online help functionality (Instant messaging/Live chat); and
- 19.12.15. which Buyers have visited the Tail Spend Solution.

CCS data reports.

- 19.13. The Supplier shall collate and deliver a Monthly report to the nominated CCS representative detailing the total percentage (%) of time the Tail Spend Solution was operational against a target of 99% (excluding scheduled maintenance) as per Paragraph 4.1. The exact hours of opening (targeted time) to be confirmed at Framework Contract award.
- 19.14. The Supplier shall collate and deliver a report benchmarking the Buyer price paid for the top fifty (50) selling Deliverables against three (3) external competitors offering similar services, as agreed with CCS at Framework Contract award, will be produced and shared with CCS on a quarterly basis.
- 19.15. The Supplier shall collate and deliver a report quarterly and no later than one (1) week prior to a Quarterly Business Review detailing all Feedback received from Buyers in relation to usage of the Tail Spend Solution in accordance with Paragraph 5.3, 9.2.2 and 33.5.
- 19.16. The Supplier shall provide a Buyer report to CCS quarterly and no later than one (1) week prior to a Quarterly Business review detailing:
 - 19.16.1. the number of new Buyers that have signed up and used the Tail Spend Solution during the previous quarter against targets laid out in the Performance Indicators table, Schedule 9 of the Framework Contract;
 - 19.16.2. the number of new Buyer ERP System integrations that have been completed; and
 - 19.16.3. the total number of active Buyer enquiries addressed within the agreed target timescales to be agreed at Framework Contract award.
- 19.17. In relation to Vendor/subcontractor registrations, the Supplier shall provide a report on a quarterly basis to CCS detailing;

- 19.17.1. the number of successful Vendor registrations completed within the agreed target time frame of sixty (60) days as per Paragraph 7.14;
- 19.17.2. the total number of Vendor applications received;
- 19.17.3. the total number of Vendor application assessments undertaken;
- 19.17.4. the total number of successful and unsuccessful Vendor registrations;
- 19.17.5. the total number of incomplete or suspended Vendor applications;
- 19.17.6. the total number of Vendors active within the Tail Spend Solution;
- 19.17.7. the total number of applications from SME Vendors;
- 19.17.8. the total number of approved applications from SME Vendors; and
- 19.17.9. the number of SME Vendors active within the Tail Spend Solution.
- 19.18. The Supplier shall collate and provide a report quarterly to CCS, to be delivered no later than one (1) week before a Quarterly Business Review, detailing Prompt Payment of Vendor issues as per Paragraph 32.9 and shall contain:
 - 19.18.1. how many invoice payments have been classed as late payments, and their total value;
 - 19.18.2. how many invoice payments are in dispute, and their total value;
 - 19.18.3. how many card, government purchase cards, or virtual payment card payments have been classed as late payments, over seven (7) days and their total value; and
 - 19.18.4. how many card, government purchase cards, or virtual payment card payments are in dispute and their total value.
- 19.19. The Supplier shall provide a Quarterly report no later than one (1) week prior to a Quarterly Business Review detailing the number of new Deliverables that were added as a result of;
 - 19.19.1. Buyer requests as per Paragraph 10.6;
 - 19.19.2. Buyer unaddressed demand via top fifty (50) missed Deliverable searches as at Paragraph 10.8;
 - 19.19.3. the Supplier integrating specific Deliverables or Deliverable lists, if required as at Paragraph 8.2.2 and 10.5, when adding or integrating Buyer;
 - 19.19.4. CCS requests; and
 - 19.19.5. the Supplier increasing the quantity of Deliverables available as per Paragraphs 10.5, 10.6 and 10.8.
- 19.20. The Supplier shall monitor Vendor performance, measure and report Quarterly to CCS;
 - 19.20.1. how the Tail Spend Solution charges are being calculated;

- 19.20.2. how Vendors are performing in terms of percentage of on-time Deliveries met as per Paragraph 6.12;
- 19.20.3. the percentage and number of Vendors' that have not accepted Buyers' Orders occurs in a timely manner as per Paragraph 6.12;
- 19.20.4. the number of Vendors that are underperforming in terms and quality as per Paragraph 6.12;
- 19.20.5. which fifty (50) Vendors are receiving the highest level of Orders;
- 19.20.6. how many RFQs are being produced; and
- 19.20.7. how many RFQs result in the placement of Orders by Buyers.
- 19.21. The Supplier shall provide a report Quarterly to CCS and no later than one (1) week prior to a Quarterly Business Review detailing the amount of sales made on the Tail Spend Solution of its own brand Deliverables as per Paragraph 6.22, in actual value (£) and as a percentage of overall sales, and ensure this features as a metric in the quarterly business report.
- 19.22. The Supplier shall provide a report to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review detailing the percentage of Buyer enquiries addressed within the agreed target timescales to be agreed at Framework Contract award. As at Paragraph 9.8.
- 19.23. The Supplier shall provide a report to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review detailing the percentage of Buyer issues addressed within the agreed target timescales as per Paragraph 9.8.
- 19.24. The Supplier shall provide a report to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review detailing the percentage of Buyer complaints acknowledged within twenty-four (24) hours (assuming a standard working week pattern) and addressed within the agreed target timescale of ten (10) working days as per Paragraph 9.12.
- 19.25. The Supplier shall prepare and deliver an annual slavery and human trafficking report to CCS, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 19.26. It is anticipated that larger Buyers with multiple Authorised Users may require different types of reporting access, depending on the Buyer's profile. The Tail Spend Solution shall provide reports where required by the Buyer, taking into account the organisation set up of the particular Buyer including different usage, administrative and managerial profiles.

20. Security Assurance

- 20.1. The Supplier shall work with CCS to perform security assurance, The Supplier shall support the provision of a Security Assurance Statement for Approval by CCS's Senior Information Risk Owner.
- 20.2. The Supplier shall document in the Security Management Plan how the Supplier and its Key Subcontractors will comply with the requirements set out in this

Specification and the Framework Contract and each Contract in order to ensure the security of CCS data and the Solution.

- 20.3. The Supplier shall review the Security Assurance Statement on an annual basis and shall advise CCS and Buyers if the security risk profile has changed. CCS may share the Security Assurance Statement with Buyers.
- 20.4. The Supplier shall note that Buyers may require additional engagement regarding Security Assurance as part of the Buyers onboarding requirements.

21. Security Objectives and Outcomes

- 21.1. The Supplier shall deliver the Service in accordance with the HMG Security Policy Framework which can be found at:

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

- 21.2. The Supplier shall implement Security Architecture that considers all of the technology, people and processes relating to the Service. The Security Architecture shall be designed to achieve the following security goals:

- 21.2.1. make an initial compromise of the system difficult;
- 21.2.2. limit the impact of any compromise;
- 21.2.3. make disruption of the system difficult; and
- 21.2.4. make detection of a compromise easy.

- 21.3. The Supplier shall, with regard to meeting the required Standards:

- 21.3.1. demonstrate coherence with the National Cyber Security Centre (NCSC) 5 Aspects of Digital Service Security which are set out at:

<https://www.ncsc.gov.uk/collection/digital-service-security>

- 21.3.2. evidence compliance with the HMG Minimum Cyber Security Standard (Plus) as set out at:

<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

- 21.3.3. demonstrate coherence with the National Cyber Security Centre (NCSC) Cloud Security Principles which are set out at:

<https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>

- 21.3.4. evidence that the Software Delivery Life Cycle is undertaken securely through the application of the NCSC Secure Development and Deployment Guidance detailed at:

<https://www.ncsc.gov.uk/collection/developers-collection?curPage=/collection/developers-collection/principles>

- 21.3.5. undertake an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 23 and this shall be completed at least one (1) Month prior to the planned Go Live date and shall be completed annually thereafter;
- 21.3.6. provide certificated evidence of compliance with ISO/IEC 27001:2013 by a UKAS approved certification body or that they are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013;
- 21.3.7. ensure that itself and any Key-Subcontractors that have access to Buyer data or who process Buyer data shall be certified as compliant with the Cyber Essentials Plus scheme. The Supplier shall provide CCS with a copy of the certificate of compliance before the Supplier or the relevant Key - Subcontractor shall be permitted to store, process or access OFFICIAL data (see Paragraph 25.1) provided by the Buyer. Any exceptions to the flow-down of the certification requirements to third party Vendors and Key-Subcontractors shall be agreed with CCS; and
- 21.3.8. provide certified evidence of compliance and that of any Subcontractor that is processing payment card data with Payment Card Industry/Data Security Standard (PCI DSS) v3.2.1 by a Payment Card Industry/Data Security Standard Qualified Security Assessor (QSA) who is qualified by the Payment Card Industry Security Standards Council.

22. Service Security Assurance

- 22.1. The Supplier shall provide evidence of the delivery of the service Security Objectives and Outcomes (see Paragraph 21) and the associated measures for each of the following in support of the production of the Security Assurance Statement;
 - 22.1.1. the Supplier shall undertake a service specific security risk assessment to identify any additional security outcomes or controls needed to reduce the security risk to a level that is acceptable to CCS. The Supplier shall provide evidence that either no additional controls are needed or the Supplier shall propose additional controls. This shall be subject to agreement by CCS;
 - 22.1.2. the Supplier shall provide evidence that the Service shall deliver the security outcomes and associated measures for all of the personnel, procedural and technical aspects of the Service. This evidence shall demonstrate that relevant HMG Guidance issued by the NCSC has been addressed. The Supplier shall prepare and submit appropriate evidence to CCS within the timescales agreed by the Supplier and CCS during the implementation phase of the Framework Contract, and shall demonstrate that the security outcomes will be delivered across the Service irrespective of whether it is delivered directly by the Supplier or via Subcontractors; and
 - 22.1.3. the Supplier shall undertake security testing and provide evidence to CCS that the Service delivers the required security outcomes and that testing has been undertaken to identify any inherent security vulnerabilities. The Supplier shall prepare and submit appropriate evidence to CCS within the timescales agreed by the Supplier and CCS during the implementation phase of the Framework Contract, to demonstrate that the Service has been implemented in accordance with the security design, irrespective of whether it is delivered directly by the Supplier or via Subcontractors.

23. Security Testing

- 23.1. The Supplier shall, at its own cost and expense, procure and conduct Testing of the Solution by a CHECK Service Provider or a CREST Service Provider ("IT Health Check") and such other security Tests as may be required by CCS. IT Health Check (ITHC) supporting guidance can be found at:
- <https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance/it-health-check-ithc-supporting-guidance>.
- 23.2. The Supplier shall complete all of the above security Tests before the Supplier submits the Security Management Plan to CCS for review and it shall repeat the IT Health Check not less than once every twelve (12) months during the Contract Period of the Framework Contract and submit the results of each such Test to CCS for review.
- 23.3. In relation to each IT Health Check, the Supplier shall agree with CCS the aim and scope of the IT Health Check promptly, no later than ten (10) Working Days following the receipt of each IT Health Check report, and shall provide CCS with a copy of the full report.
- 23.4. In the event that the IT Health Check report identifies vulnerabilities, the Supplier shall prepare a Vulnerability Management Plan for all vulnerabilities identified, for approval by CCS. Each Vulnerability Management Plan shall detail:
- 23.4.1. how the vulnerability will be remedied, the Tests which the Supplier shall perform or procure to be performed (which may, at the discretion of CCS, include a further IT Health Check) to confirm that the vulnerability has been remedied;
- 23.4.2. unless otherwise agreed in writing between the Parties, the date by which the vulnerability shall be remedied, must be:
- 23.4.2.1. within seven (7) Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "critical";
- 23.4.2.2. within one (1) Month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "high"; and
- 23.4.2.3. within three (3) Months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium."
- 23.5. The Supplier shall ensure that any Testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Tests shall be agreed in advance with CCS.
- 23.6. If any Testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Supplier solution, the Supplier shall within two (2) Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide CCS with a copy of the Test report and propose interim mitigation measures to

vulnerabilities in the solution known to be exploitable where a security patch is not immediately available; and

- 23.6.1. where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in Order to reduce the attack surface of the Supplier System) within the timescales set out in the Test report or such other timescales as may be agreed with CCS.
- 23.7. The Supplier shall notify CCS immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set in Paragraph 23.4.2.
- 23.8. Where the Supplier is required to implement a change, including any change to the Supplier solution, the Supplier shall effect such change at its own cost and expense.

24. Breach of Security

- 24.1. If either party becomes aware of a Breach of Security it shall notify the other in accordance with the incident management process.
- 24.2. The incident management process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
 - 24.2.1. Immediately take all reasonable steps necessary to:
 - 24.2.1.1. minimise the extent of actual or potential harm caused by such Breach of Security;
 - 24.2.1.2. remedy such Breach of Security to the extent possible;
 - 24.2.1.3. apply a tested mitigation against any such Breach of Security; and
 - 24.2.1.4. prevent a further Breach of Security in the future which exploits the same root cause failure.
- 24.3. As soon as reasonably practicable and, in any event, within two (2) Working Days, following the Breach of Security or attempted Breach of Security, provide to CCS full details of the Breach of Security or attempted Breach of Security, including a root cause analysis.
- 24.4. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Supplier with the security requirements set out in Paragraph 21 or Schedule 11, 12,13 and 14 of the Framework Contract, then any required change to the Supplier's security management arrangements in relation to this Framework Contract shall be at no cost to CCS.

25. Data Security

- 25.1. The data security classification for this Framework Contract shall be OFFICIAL TIER. The Supplier shall comply with the Government Security Classifications 2014 (the current version at the time of this procurement) which may be accessed here:

<https://www.gov.uk/government/publications/government-security-classifications>

- 25.2. The Supplier shall ensure that they and any Key Subcontractor engaged by the Supplier to deliver the Services are compliant with and operate to the ISO 27001 Information Security Management standards. Where the Supplier holds such accreditation these must be provided upon Framework Contract award during the standstill period, and where a Supplier may be working towards these, within the Implementation Period.
- 25.3. The Supplier shall ensure that the Buyer's information and data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Framework Contract.
- 25.4. Subject to Clause 23 of Schedule 2 and the Exit Plan, at the end of the Contract Period of the Framework Contract and each Contract, the Supplier shall permanently delete all personal and sensitive Buyer data, and Buyer and CCS profiles, unless specifically requested by CCS and/or the Buyer(s) in writing not to.
- 25.5. The Supplier shall transfer all personal and sensitive Buyer data, and Buyer and CCS profiles to the CCS or any Replacement Supplier and shall maintain and destroy data in accordance with Paragraph 36 at no extra cost to CCS and/or the Buyer(s). The Supplier shall confirm in writing when all data has been destroyed and/or transferred as applicable.
- 25.6. The Supplier shall be required to have their own security operating procedures that shall be made available to CCS and/or Buyers prior to Framework Contract award to provide assurance of Data security.
- 25.7. The Supplier shall take all measures reasonably necessary to ensure that all Supplier Staff involved in the performance of the Framework Contract are aware of all ongoing data security and confidentiality requirements.
- 25.8. CCS data shall be adequately protected as it transits between CCS and the Supplier solution.
- 25.9. The Supplier's solution shall support encryption at rest for all CCS data considered highly sensitive (e.g. PII, commercially sensitive).
- 25.10. The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer's and CCS representative's immediately.
- 25.11. The Supplier must confirm that all Supplier Staff delivering and supporting the Service have undergone appropriate security vetting and have appropriate clearances.

26. Off-shoring

- 26.1. The Supplier shall provide CCS with a statement of the physical location where all data will be stored, processed and managed. Any change to the location will need Approval from CCS.

27. Data Privacy Impact Assessment

- 27.1. The Supplier will comply with the Data Privacy Impact Assessment in accordance with Schedule 3 (Information and Data Provisions).

28. Minimum Quality Standards

- 28.1. The Supplier shall ensure that all Deliverables supplied shall be fit for purpose, free from material defects in design, material and workmanship and of a satisfactory quality acceptable to the relevant Buyer ("Quality"). If at any time during the Framework Contract or a Contract the Quality of supply for any Deliverable is found not to be to the appropriate Quality standard, the Supplier shall, in accordance with Clause 5.11 of Schedule 2, provide such replacements or substitutions of Deliverables of the same or better quality that are acceptable to the Buyer at no additional cost, or refund the Charges relating to those Deliverables to the Buyer, at the Buyer's option and request.
- 28.2. The Supplier shall ensure that the Supplier Staff shall at all times during the Contract Period:
- 28.2.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Framework Contract and each Contract;
 - 28.2.2. apply all due skill, care and diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 28.2.3. obey all lawful instructions and reasonable directions of CCS (including, if so required by CCS, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer and CCS.
- 28.3. The Supplier and all Vendors shall comply with the Standards, including any Standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with.
- 28.4. Unless otherwise stated by the Buyer, any minimum Standard requirements for all Deliverables shall include (but not be limited to) the following:
- 28.4.1. Applicable Government Buying Standards that apply to the Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
 - 28.4.2. all timber and wood-derived Goods for supply or use under this Framework Contract shall comply with the UK government Timber Procurement Policy (TPP), which requires that only timber and wood-derived products originating from an independently verifiable legal and sustainable source are to be provided in association with this opportunity and appropriate documentation shall be required to prove it via the standards set out in the following link and any successor standards which may supersede TPP during the lifetime of this Framework Contract.

<https://www.gov.uk/guidance/timber-procurement-policy-tpp-prove-legality-and-sustainability>

- 28.4.3. the packaging and disposal of packaging of all products supplied under this Framework Contract shall be in accordance with the latest Government packaging standards, which can be found at the following link:

<https://www.gov.uk/government/publications/packaging-essential-requirements-regulations-guidance-notes>

- 28.4.4. the amount of packaging used shall be the minimum required for safe delivery of the Goods. The Supplier shall also prove how they are doing this by stating upon request what each piece of packaging is needed for and whether it comes from recycled / sustainable sources.

- 28.4.5. Where Vendors are procuring energy using products to supply and Deliver a Deliverable (either wholly or partially), the products used and supplied must be the most energy efficient available in accordance with procurement policy notes (PPN) 7/14 supplemented by PPN 1/15.

29. Quality Assurance

- 29.1. The Supplier shall comply with the relevant Standards or the successors of these Standards for the scope of the Deliverables offered throughout the Contract Period of the Framework Contract and each Contract.
- 29.2. The Supplier shall ensure that they are compliant with and operate to the ISO 9001 Quality Management Standards, or the successors of these Standards or the current European Foundation for Quality Management (EFQM) Excellence Model criteria. BS EN ISO 9001 "Quality Management System" Standard.
- 29.3. The Supplier shall be required to provide evidence of their current ISO 9001 certification to CCS throughout the Contract Period of the Framework Contract.
- 29.4. The Supplier shall comply with the following Service Management Standards:
- 29.4.1. Business Continuity Management, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of IT Service Continuity/Disaster Recovery plans or equivalent.
- 29.5. The Supplier shall comply with the following Environmental Standards:
- 29.5.1. an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System. BS EN ISO 14001 Environmental Management System standard.
- 29.6. The Supplier shall comply with the following Information Security Management Standards:
- 29.6.1. A UKAS certified Information Security Management System supported by the International Organisation for Standardisation ISO 27001 Security Management Standard. ISO 27001 Information Security Management Standard.

30. Cyber Essentials Scheme

- 30.1. The Supplier shall fully meet the requirements of the Cyber Essentials Plus Scheme, introduced in June 2014, which defines a set of controls which provides

organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Plus Scheme at:-

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

- 30.2. No Key Subcontractor shall be used until they have demonstrated that they meet the Cyber Essentials Plus requirements.
- 30.3. The Supplier and Key Subcontractors shall provide evidence of Cyber Essentials Plus compliance prior to Framework Contract Start Date. The Supplier and Key Subcontractors are required to renew their evidence of Cyber Essentials Plus compliance annually, as a minimum.

31. Ethical Sourcing

- 31.1. The Supplier shall ensure that, where the manufacture or supply of the Goods is from outside of the United Kingdom (UK), the product Suppliers' operations shall be carried out in accordance with the health and safety legislation/regulations in that country.
- 31.2. Vendors shall ensure that where they manufacture or supply Goods and Services within the UK, or used in the UK, that the Vendors' operations shall be carried out in a way that complies with the health and safety legislation regulations of the UK, and the minimum ethical sourcing standards, in order to support HMG's adoption and ratification of the International Labour Organisation (ILO) "Declaration on Fundamental Principles and Rights at Work" and its eight "Key Conventions". The numbered conventions and their aims are:
 - 31.2.1. Freedom of Association and Collective Bargaining (C87, C98)
 - 31.2.2. Equal Remuneration and Discrimination (C100, C111)
 - 31.2.3. Forced Labour (C29, C105)
 - 31.2.4. Child Labour (C182, C138)
- 31.3. CCS and the Buyer reserves the right to request any information from the Supplier relating to ethical sourcing as it may require, to satisfy itself that it has a transparent view of the whole supply chain and full assurance within this area at any time throughout the Contract Period of the Framework Contract and each Contract.

32. Delivering Social Value

- 32.1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and in Scotland, to deliver them. These benefits are over and above the core specification of Framework Contract.
- 32.2. Recent guidance published in [Policy Procurement Note 06/20](#) requires that Social Value should be explicitly evaluated in all central government procurement, rather than just 'considered' as currently required under the Public Services (Social Value) Act 2012.

32.3. The Procurement Policy Note also includes a set of updated Social Value themes as follows:

- 32.3.1. Covid 19 recovery;
- 32.3.2. tackling economic inequality;
- 32.3.3. fighting climate change;
- 32.3.4. equal opportunity; and
- 32.3.5. wellbeing.

32.4. The CCS Social Value priorities for this procurement fall under;

- 32.4.1. tackling economic inequality (concerned with the safety, resilience and diversity of supply chains) with the policy outcome 'Increase supply chain resilience and capacity'. The detailed requirements to align with this policy aim are outlined at Paragraph 32.7 'Safe and Secure Supply Chains', 32.8 'Delivering a Diverse supply chain' and 32.9 'Paying the supply chain promptly'.
- 32.4.2. fighting Climate Change (concerned with product life cycle impacts, waste management, working towards net zero greenhouse gas emissions and supporting environmental protection and improvement) with the policy outcome 'Effective stewardship of the environment'. The detailed requirements to align with this policy aim are outlined at Paragraph 32.10 'Environmental sustainability'.

32.5. The Supplier shall be prepared to support Buyers who may identify further specific Social Value requirements based on the updated Social Value themes throughout the Contract Period of their Contract.

32.6. The Supplier shall be responsible for ensuring that Social Value priorities and requirements are cascaded throughout the supply chain.

32.7. Safe and Secure Supply Chains

- 32.7.1. To address Modern Slavery and exploitation in the supply chain, the Supplier shall be required to undertake their own risk assessment of their supply chain, to both identify and manage risks accordingly.
- 32.7.2. It is the role of CCS and Buyer(s) to ensure that the Supplier and Subcontractors with whom we do business understand the risks of Modern Slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of Modern Slavery.
- 32.7.3. The Supplier shall ensure that they undertake a risk assessment in their supply chain for Modern Slavery on an annual basis. A clear Subcontractor assessment shall be undertaken to identify and manage this risk.
- 32.7.4. The Supplier shall provide a Transparency in Supply Chains (TISC) statement.

- 32.7.5. The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Framework Contract or a Contract.
- 32.7.6. The Supplier shall prepare and deliver an annual slavery and human trafficking report to CCS, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 32.7.7. The Supplier shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

32.8. **Delivering a Diverse Supply Chain**

- 32.8.1. CCS and Buyer(s) want to ensure a diverse base of Vendors and resilient supply chains. We require the Supplier to support this need and to deliver this through activities including but not limited to:
 - 32.8.1.1. enabling accessibility through promotion of supply chain opportunities with SMEs and Social Enterprises;
 - 32.8.1.2. supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs);
 - 32.8.1.3. Subcontracting opportunities are open to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs), including the advertisement of all subcontracting opportunities over £25,000 on Contracts Finder in accordance with Schedule 14 (Supply Chain Visibility);
 - 32.8.1.4. support the employment of minority groups; and
 - 32.8.1.5. support the employment of apprentices.
- 32.8.2. Such measures can be supported by the Supplier having, for example:
 - 32.8.2.1. an equality and diversity policy; and
 - 32.8.2.2. signing up to the Disability Confident employer scheme as detailed here:

<https://www.gov.uk/government/collections/disability-confident-campaign>

32.9. **Paying the Supply Chain promptly**

- 32.9.1. The Supplier shall take into account that the success of this Framework Contract relies on the payment of Vendors within the supply chain promptly and in accordance with Clause 7.2 of Schedule 2.
- 32.9.2. The Supplier shall establish an appropriate process to facilitate prompt payment throughout their supply chain including adopting the following measures:
 - 32.9.2.1. signing up to the prompt payment code which can be found at:

<http://www.promptpaymentcode.org.uk/>

- 32.9.2.2. providing clear guidance to Vendors on the payment process;
- 32.9.2.3. providing clear and prompt notification when invoices are in dispute and which parts of it are in dispute;
- 32.9.2.4. establishing processes to monitor late payments; and
- 32.9.2.5. providing a clear escalation process for Vendors for late payment.

32.10. Environmental sustainability

- 32.10.1. The UK Government is committed to environmental improvement through integrating environmental protection and sustainable development into its decision making processes, in respect of both the execution of its core functions and responsibilities and the management of day-to-day operations.
- 32.10.2. The government has set out in the 25 Year Environment Plan what it intends to do to improve the environment within a generation, this is available to view at:

<https://www.gov.uk/government/publications/25-year-environment-plan>
- 32.10.3. CCS and Buyers require the Supplier to consider the relevance of sustainability at all stages of the lifecycle in the provision of the Deliverables under this Framework Contract and each Contract. This shall include not only the consideration of commercial needs and minimisation of negative impacts, but also the maximisation of positive impacts on society and the environment. The Supplier shall seek to mitigate the sustainability impacts in all lifecycle stages, such as the reduction of waste (paper and equipment) and single use consumer plastics.
- 32.10.4. The Supplier shall work with CCS to identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development is at the heart of their operations. This shall include, but is not limited to, product rationalisation and standardisation, and leveraging opportunities within the Supplier's supply chain. The Supplier shall work with CCS during the Contract Period of the Framework Contract in meeting this strategy.
- 32.10.5. The Supplier shall work with CCS and Buyers throughout the Contract Period of the Framework Contract and each Contract to reduce the use of plastics throughout the whole supply chain.

32.11. More information on social value can be found at:

- 32.11.1. <https://www.gov.uk/government/publications/social-value-act-introductory-guide>
- 32.11.2. [The Social Value Act](#) the [Procurement Reform Scotland Act](#) and [Welsh Community Benefits Guidance](#)

32.12. Reporting Social Value

- 32.12.1. The Supplier shall produce self-serve reports, available to Buyers and CCS detailing the percentage of transactions (against total transactions) and the

value (in GBP (£)) of transactions delivering Social Value elements as detailed at Paragraphs 32.1 - 32.11 through the Tail Spend Solution by Buyers, by Deliverable Category and in Monthly and yearly total transactions. The format for reporting requirements shall include both presentation of the raw data and summary Dashboard reports. The format shall be finalised with CCS during the implementation phase of the Framework Contract as per Paragraph 19.

33. Value for Money and Continuous Improvement

- 33.1. The Tail Spend Solution shall deliver value for money across all Buyers, by providing sufficient competition among Vendors to encourage the best available prices on the day.
- 33.2. The Supplier shall have an effective process to ensure that the best on the day prices are continually available, and undertake benchmarking of prices provided by Vendors to ensure ongoing competitiveness as at Paragraph 19.14.
- 33.3. The Supplier shall continuously monitor the performance of the whole supply chain, and shall have processes in place to identify any issues in providing the Deliverables, enabling prompt mitigation measures to be carried out.
- 33.4. Throughout the Contract Period of the Framework Contract, the Supplier shall identify new or potential improvements to the provision of the Deliverables under the various Categories.
- 33.5. The Supplier shall use the data produced from the Tail Spend Solution to help inform their recommended improvements in areas including (but not limited to) pricing, types of Goods and Services included in the Tail Spend Solution, Feedback on Vendor performance and system performance.
- 33.6. The Supplier shall put in place a continuous improvement plan that is updated and acted upon, as a minimum, on an annual basis.
- 33.7. When implementing continuous improvement plans, initiatives or innovation, the Supplier shall have an established change management procedure, including communications plans, training requirements, contingency planning and subsequent lessons learnt activities, to ensure the effective delivery of Buyer requirements with minimal disruption.

34. Framework Contract – Account Management

- 34.1. The Supplier and CCS shall agree a final list of Performance Indicators at Framework Contract award. This list shall contain but not be limited to the Performance Indicators stipulated at Clause 9 Schedule 1.
- 34.2. The Supplier shall provide a suitably qualified nominated contact (the Supplier Framework Manager) who will take overall responsibility for delivering the Goods and/or Services required within this Framework Contract, as well as a suitably qualified deputy to act in their absence.
- 34.3. The Supplier Framework Manager's details shall be provided within five (5) Working Days of signing the Framework Contract and each Contract. The nominated Supplier account manager shall have a minimum of two (2) years relevant industry experience.

- 34.4. The Supplier shall provide Management Information reports on their performance against the Performance Indicators on a Monthly basis, no later than the fifth (5th) Working Day of the following Month, together with the appropriate supporting evidence as per Paragraph 19.5.
- 34.5. The Supplier shall meet with CCS quarterly to discuss historic performance, which may cover the previous quarter or previous quarter and the previous year. Any and all reports required for this meeting shall be delivered no later than one (1) week in advance of the meeting date. Quarterly meetings will also be used to review plans to remedy any non-urgent issues that have arisen during the previous quarter.
- 34.6. The final agenda and scope of these quarterly review meetings shall be agreed at Framework Contract award. This will be subject to a regular CCS review to ensure the quarterly review meetings and the Performance Indicators reviewed remain relevant. Any changes required by CCS post review shall be implemented by CCS and the Supplier within four (4) weeks.
- 34.7. The actions identified in any Audit report shall be delivered by the dates set out in such Audit report, and reviewed at the next appropriate quarterly review meeting.

35. Business Continuity and Disaster Recovery

- 35.1. Within thirty (30) days of the Go-Live, the Supplier shall establish appropriate Business Continuity and Disaster Recovery (BCDR) Plans which shall cover appropriate measures and arrangements, to ensure continuity of the Deliverables in the event of the failure or disruption to the Supplier's systems, data, or workplace facilities.
- 35.2. The Supplier shall ensure that:
 - 35.2.1. the BCDR Plans shall be established and maintained in accordance with the principles and operation of ISO22301 and any new or emergent or updated Standards;
 - 35.2.2. the BCDR Plan is comprehensive and details the processes by which significant disruptions will be managed to support Buyers in the event of any disruptions of significant scale and impact;
 - 35.2.3. the details of the Supplier's process for the management of the potential emergency shall be clearly defined in the BCDR Plan.
- 35.3. Should a Business Continuity Event occur at any time, the Supplier shall notify CCS and any affected Buyers within four (4) hours of such Business Continuity Event and implement and comply with its BCDR Plan, and provide regular written reports to CCS and each affected Buyer on such implementation.

36. Exit and Transition

- 36.1. The Supplier shall provide CCS with an Exit Plan six (6) Months from the start Date of the Framework Contract in accordance with Schedule 18 (Exit Plan).
- 36.2. The Supplier shall maintain and update the Exit Plan annually.

- 36.3. The Exit Plan will be reviewed and Approved by CCS.
- 36.4. The final updated Exit Plan shall be provided to CCS for review and Approval six (6) Months prior to the End Date of the Framework Contract.
- 36.5. The Exit Plan shall include, but not be limited to, the following information:
 - 36.5.1. named Supplier Staff who will work with CCS to develop, update and implement the agreed exit strategy;
 - 36.5.2. a process for the successful migration of Government data to any Replacement Deliverables or new system provided by the Replacement Supplier;
 - 36.5.3. all Buyer profiles, (including a list of active Authorised Users) broken down by Buyer;
 - 36.5.4. spend volume and transaction numbers, broken down by Buyer;
 - 36.5.5. payment methods used by Buyer;
 - 36.5.6. a mutually-agreed communications plan;
 - 36.5.7. any other information that is specific to a Buyer in connection with the provision of the Deliverables;
 - 36.5.8. an agreed strategy around live Orders, including, but not limited to, supporting live Orders after the End Date of the Framework Contract or Contract (as applicable), as well as refunds, changes and exchanges; and
 - 36.5.9. a risk management plan.
- 36.6. The Supplier shall ensure that any documents and data required for the Exit Plan shall be presented in a reasonable format that is capable of being utilised by any Replacement Supplier.
- 36.7. The Supplier shall ensure that Government data is not compromised during the exit process.
- 36.8. The Supplier shall not impose any barriers or restrictions to the smooth transition of Deliverables to a Replacement Supplier or CCS.
- 36.9. There shall be no adverse impact on the Buyer or CCS's experience in relation to the Ordering of Deliverables during the exit process.
- 36.10. The Supplier shall continue to perform the Deliverables during the exit process without disruption or deterioration of them and in accordance with this Framework Contract and each Contract.
- 36.11. The Supplier shall ensure that they continue to provide the required reports and MI as stated within Schedule 9 (Management Information) from the End Date of this Framework Contract until all Buyers have been transitioned onto a new Contract and/or Replacement Deliverables.
- 36.12. The Supplier shall provide reasonable assistance to CCS and any Replacement Supplier(s) in order to achieve successful migration of the Tail Spend Solution to

either CCS or the Replacement Supplier (as the case may be) without undue delay or obstruction.

- 36.13. The Supplier shall grant the right to CCS and any Replacement Supplier to use Supplier IPRs, including Know-How, if required and for the sole purpose of facilitating the transfer and for the duration of the Exit Plan in connection with the Tail Spend Solution.
- 36.14. On or before the End Date of the Framework Contract, the Supplier shall ensure that all current and historic data and all profiles and profile information including but not limited to Buyer curation preferences and approvals workflows from the Tail Spend Solution are securely cleansed and transferred by The Supplier to any Replacement Supplier and/or CCS and/or the Buyer (or made available for such transfer, as instructed by CCS and/or the Buyer) in accordance with the Framework Contract and each Contract.
- 36.15. The Supplier shall maintain and destroy data in accordance with Schedule 3 (Information and Data Provisions) at no additional cost to CCS and/or the Buyer. The Supplier shall confirm in writing when all data has been destroyed.

RM6202 TAIL SPEND SOLUTION
FRAMEWORK CONTRACT FOR THE PROVISION OF DELIVERABLES

Note to bidders: areas in blue are for completion by CCS and the successful bidder, as applicable, prior to signature of the Framework Contract.

CCS	The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service. Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
The Supplier	Name: [Insert name] Address: [Insert address registered address if registered] Registration number: [Insert registration number if registered] SID4GOV ID: [Insert SID4GOV ID if you have one] VAT Number: [Insert]

Date	[Insert date when signed by both parties, CCS should be the last party to sign.]
Type of Deliverables	[Insert description of Deliverables and clarify which Categories of Deliverables they fall within to assist Ordering Procedure] - The Framework Contract appoints the Supplier who shall provide: - host and manage a digital Tail Spend Solution platform offering public sector Buyers access to information, Documentation and pricing of Deliverables, and Management Information; - the ability to Order and purchase Deliverables; - option(s) for the Delivery of Deliverables Ordered; and - the ability to pay for the Deliverables Ordered by the payment method selected by Buyer. For further details see Schedule 5 (Specification).
Start Date	[Insert commencement date for Framework Contract]
Expiry Date	[Insert expiry date for Framework Contract]
Optional Extension Period	[Insert period from the Start Date to the Go Live Date for the Tail Spend Solution]

This Framework Contract is made on the date set out above and is subject to the terms and conditions set out in the Schedules, Appendix and Annex listed below ("**Schedules**") and CCS and the Supplier undertake to comply with the terms and conditions in the performance of this Framework Contract.

Schedule 4 (Definitions and Interpretations) shall apply to this Framework Contract and each Contract entered into under it, unless otherwise defined or as the context otherwise requires.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification
Schedule 6	Charges
Schedule 7	Call-Off and Ordering Procedure
Schedule 8	Variation Form
Schedule 9	Management Charges and Information
Schedule 10	Financial Difficulties
Schedule 11	Self-Audit Certificate
Schedule 12	Guarantee
Schedule 13	Rectification Plan
Schedule 14	Supply Chain Visibility
Schedule 15	Part A: Implementation Part B: Testing Part C: Framework Services
Schedule 16	Registration and Management of Subcontractors
Schedule 17	Staff Transfer
Schedule 18	Exit Plan
Schedule 19	Framework Tender
Appendix A	Call-Off Contract

Signed by the authorised representative of CCS

Name:		Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:			

Schedule 1

KEY PROVISIONS

1 Application of the Key Provisions

The Key Provisions in this Schedule 1 shall apply to this Framework Contract.

2 Contract Period

The Contract Period of this Framework Contract shall be four (4) years from the Start Date.

3 Contract Managers

The Contract Managers at the Start Date of this Framework Contract are:

- (a) for CCS:

[insert name and role]

- (b) for the Supplier:

[insert name and role].

4 Names and addresses for notices

Notices served under this Framework Contract are to be delivered to:

- (a) for CCS:

[complete name and/or role]

Address: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP

- (b) for the Supplier:

[complete name and/or role and address].

5 Marketing Contact

The Marketing Contact for the Supplier is:

[complete name and/or role and address].

[Guidance: This Clause sets out the name of the Supplier's Marketing Contact, the person responsible for the marketing obligations of the Supplier under the Framework Contract.]

6 Order of precedence

Where there is a conflict between the Supplier's responses to CCS' requirements and any other part of this Framework Contract, such other part of this Framework Contract shall prevail.

The following documents are incorporated into this Framework Contract and if the documents conflict, the following order of precedence applies:

- (a) the provisions on the front page of this Framework Contract;
- (b) Schedule 1 (Key Provisions);
- (c) Schedule 4 (Definitions and Interpretations);
- (d) Schedule 3 (Information and Data Provisions);
- (e) the following Schedules in equal order of precedence:
 - (i) Schedule 5 (Specification) – in respect of CCS' requirements;
 - (ii) Schedule 6 (Charges);
 - (iii) Schedule 15 (Implementation, Testing and Framework Services)
 - (iv) Schedule 7 (Ordering Procedure);
 - (v) Schedule 8 (Variation Form);
 - (vi) Schedule 9 (Management Charges and Information);
 - (vii) Schedule 10 (Financial Difficulties);
 - (viii) Schedule 11 (Self Audit Certificate);
 - (ix) Schedule 12 (Guarantee);
 - (x) Schedule 13 (Rectification Plan);
 - (xi) Schedule 14 (Supply Chain Visibility);
 - (xii) Schedule 16 (Registration and Management of Subcontractors);
 - (xiii) Schedule 18 (Exit Plan);
- (f) Schedule 2 (General Terms and Conditions);
- (g) the order in which all subsequent Schedules, if any, appear;
- (h) Schedule 5 (Specification) – (other than in respect of CCS' requirements) as long as any part of the Tender Response that offers a better commercial position for CCS and/or any Buyer (as decided by CCS) takes precedence over the documents above;
- (i) any other documentation forming part of the Framework Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict; and

- (j) any other documentation referred to or incorporated into the Tail Spend Solution by the Supplier (including its Vendors) in date order in which such documentation was uploaded into the Tail Spend Solution with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

For the avoidance of doubt, Schedule 5 (Specification) shall include, without limitation, CCS' requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of Schedule 5 (Specification), the order of precedence shall be as follows: (1) CCS' requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Buyers

The Contracting Authorities identified in the Contract Notice in the Find a Tender reference **[Insert reference number]** ("Contract Notice").

For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Orders and shall be deemed Buyers for the purposes of this Framework Contract.

8 Management Charge

The Supplier will pay to CCS, excluding VAT, one percent (1%) of the total Charge ("Management Charge") invoiced to Buyers under all Contracts in accordance with Schedule 9 (Management Charges and Information).

9 Performance Indicators

The Supplier's performance will be measured by the following Performance Indicators ("PI") and all Paragraph references in the table below refer to Paragraphs within Schedule 5 (Specification):

Performance Indicator (PI)	PI Target	Measured By
1.0 Tail Spend Solution		
1.1 Availability:- Tail Spend Solution availability (excluding scheduled maintenance).	99%	Evidenced by the Supplier via system availability report (Paragraph 19.13)
1.2 Provision of Quotes:- Pricing At least 80% of the Deliverable requirements are met by the provision of instant pricing via the Tail Spend Solution, and no more than 20% of the requirements are met by the RFQs.	95%	Report on pricing for Deliverable requirements to be provided by the Supplier, and subject to review as part of the Framework Contract management process and audit reviews conducted by CCS.

1.3 Large Buyer ERP integration:- Integrating large Buyers i.e. Central Government departments within target timescale of 60 days.		The resultant integration project will be completed within 60 days of agreement, or within a timeframe agreed with the Buyer and CCS in accordance with Schedule 15 (Framework Implementation, Testing and Services) and shall be reported to CCS in accordance with Paragraph 19.12.2.
1.4 New Buyer registrations:- Targets shall be agreed at Contract award.	Target TBC	the number of new Buyers that have signed up and used the Tail Spend Solution during the previous quarter, shall be reported Quarterly in accordance with Paragraph 19.16.
2.0 Management of the Supply Chain		
2.1 Request for Vendor registrations acknowledged within two (2) Working Days.	>90%	Report on Subcontractor registrations to be provided by the Supplier; and subject to review as part of the Framework Contract management and audit reviews conducted by CCS. (Paragraphs 7.24, 17.6.7 and 19.17).
2.2 Total number and percentage of Vendor assessments completed within 60 days.	Total number of assessm ents >90%	
2.3 Percentage of Vendor applicants informed of the outcome within 60 days.	>90%	Report on Subcontractor registrations to be provided by the Supplier; and subject to review as part of the Framework Contract management and audit reviews conducted by CCS. (Paragraphs 7.24, 17.6.7 and 19.17).
2.4 Prompt payment by the Supplier to Vendors for undisputed invoices as follows: (i) Within a maximum of 30 days from receipt of the relevant Subcontractors invoice where the relevant Order is to be paid for by the Buyer pursuant to an invoice issued by the Supplier.	100%	Report on prompt payment adherence to be provided by the Supplier; to be reviewed as part of the Framework Contract management process and audit reviews conducted by CCS.
(ii) Within a maximum of 7 days from receipt by the Supplier of payment from the relevant Contracting	95%	

Authority where such payment has been made using a Purchase Card.		
2.5 Less than twenty-five (25%) percent of orders placed within the Tail Spend Solution shall be the Supplier's own brand capability (Paragraphs 6.17-20, 19.6 and 19.21).	100%	Report to be provided Monthly as part of transactional data feed to be provided by the Supplier. Highlighting the value of business placed within own deliverables production capacity compared to spend with all Subcontractors (Paragraphs 6.19, 19.6 and 19.21)
2.6 Adding new products based on CCS approval and Buyer requests and adding new products based on unaddressed customer demand (Top 50 instances) within 14 - 28 Working Days. (Paragraphs 10.4, 10.7 and 19.19)	>95%	Quarterly report to be provided as per Paragraph 19.19.
3.0 Buyer satisfaction		
3.1 Deliverables provided under all Contracts to be to the satisfaction of Buyers	95%	Confirmation by the Supplier substantiated by evidence of Feedback from Buyers. Lack of complaints from Buyers will be taken into account as well as positive Feedback.
3.2 Complaints Handling All Complaints shall be logged and acknowledged within twenty-four (24) hours of receipt. Assuming Working Days and working hours. (Paragraph 9.12)	100%	To be evidenced from reports from the Supplier as part of the suite of Management Information reports which will be delivered Monthly and reviewed quarterly. The format shall be as stated at Paragraphs 9.6, 9.7, 9.8 & 9.12 and Reports completed as per Paragraphs 19.22, 19.23 & 19.24.
3.3 Issues and Enquiries Handling All issues and Enquiries shall be logged and acknowledged within twenty-four (24) hours of receipt as per Paragraph 9.7 and resolved within the agreed targeted timescales of five (5) Working Days as per Paragraph 9.8.	>95%	
3.4 Resolution of complaints within ten (10) Working Days from receipt by the Supplier of the original complaint. (Paragraph 9.12)	>95%	

3.5 The Supplier shall replace any returned or faulty Deliverables with items of the same price and same or higher quality within ten (10) Working Days from the date the complaint is made (Paragraph 15).	95%	
3.6 Supplier Management of Vendors (i) The Supplier shall monitor Vendors' acceptance of Buyers' Orders occurs in a timely manner.	>95%	Quarterly report highlighting (i)(ii) & (iii) shall be delivered as per Paragraph 19.20.
(ii) The Supplier shall monitor the Vendors' delivery of goods is within the time stated on the order confirmation.	>95%	
(iii) The Supplier shall monitor the performance of Vendors to ensure the quality of the Deliverables supplied to Buyers are of a satisfactory quality, fit for purpose, free from defects and meet the description and specification of the Deliverables as described within the Tail Spend Solution.	>95%	
4.0 Operational efficiency and savings		
4.1 The Supplier to deliver against the Continuous Improvement Plan to derive and evidence cost savings over the Contract Term.	TBC	The Continuous Improvement Plan to be reviewed at each quarterly Supplier Review Meeting and cumulative cost savings measured against the agreed target.
5.0 Framework Contract promotion		
5.1 Successful promotion of the Framework Contract to both Subcontractors and Buyers.	TBC	Measures and spend target to be agreed with the Supplier during implementation.
5.2 Level of Spend through the Tail Spend Solution [target to be agreed]	TBC	
6.0 Delivering Social Value		
6.1 The Supplier shall report what % of products have been selected via social value filters, Vendor location, environmental labelling/designation as per Paragraph 19.9, 19.10 and 32.12.	100%	To be evidenced from cumulative reports from the Supplier as part of the suite of Management Information highlighting what % of products have been selected via a social value filter i.e. local Suppliers, SMEs and environmental

6.2 The Supplier shall report what % of products have been selected via SME Vendors as at Paragraph 7.26.	100%	products. Reports as per Paragraph 6.10, 7.26, 19.9, 19.17.
6.3 To address Modern Slavery and exploitation in the supply chain, the Supplier shall be required to undertake their own risk assessment of their supply chain, to both identify and manage risks accordingly.		The Supplier shall prepare and deliver an annual modern slavery and human trafficking report to CCS as per 19.25 & 32.7.7.
7.0 Framework Management		
7.1 MI Returns to CCS by the 5th Working Day of each month (Paragraph 19.5).	100%	Evidenced via CCS upload to CCS data submission service.
7.2 Supplier Review Meetings shall be held once every three (3) Months between the Supplier and Buyers and/or CCS. It is conducted to discuss performance against the Framework Contract or Contract. Each will consist of a business review, account plan review and plan/review of the remedial action plan. The first quarterly Supplier Review Meeting shall commence within 3 Months of the applicable Go Live Date.	100%	Written confirmation provided by CCS representative of completion of each quarterly Supplier Review Meeting, account plan review and completion of the remedial action plan agreed at each meeting and actioned before the next.
7.3 Review of previously agreed remedial action plan completed at each quarterly Supplier Review Meeting.	100%	Agreed Remedial action plan signed off by CCS representative.
7.4 Actions identified in any audit report to be delivered by the dates set out in such Audit report.	100%	Confirmation by CCS of completion of the actions by the dates identified in the relevant audit report. 34.7

10 Implementation of the Framework

The Parties shall comply with the provisions of Schedule 15 (Implementation, Testing and Framework Services).

11 Contract fulfilment obligations

The Supplier:

(a) must:

- (i) Sub-contract to Subcontractors no less than seventy five percent (75%) of the total Deliverables Ordered by Buyers in any Contract Year: and
 - (ii) must ensure that no more than twenty five (25%) of the total Deliverables Ordered by Buyers shall be the Supplier's own brand Goods.
- (b) shall be able to execute Contracts, as part of the Call-Off Procedure:
- (i) in hard copy in writing with the Buyer and, upon completion of the Buyer Registration Process the Supplier shall make a copy of that Contract available to the Buyer within the Tail Spend Solution; or
 - (ii) digitally with the Buyer, either within or outwith the Tail Spend Solution, as part of the Buyer Registration Process and a copy of the executed Contract shall be retained and made available to the Buyer within the Tail Spend Solution.

All Orders shall be submitted and accepted digitally within the Tail Spend Solution and upon acceptance shall automatically be incorporated into the relevant Contract.

12 Standards

The Standards specified in Schedule 5 (Specification) shall apply, as appropriate, to the provision of the Deliverables.

13 Insurance

The Supplier shall put in place and maintain in force the following Insurances with the following minimum cover per claim:

Type of Insurance required	Minimum cover
[Employer's liability insurance]	[£10,000,000]
[Public & Products liability insurance]	[£10,000,000]
[Professional indemnity insurance]	[N/A]
[Insert other types of insurance as appropriate]	[N/A]

14 Guarantee

Promptly following the execution of this Framework Contract, the Supplier shall (if it has not already delivered an executed deed of guarantee to CCS) deliver the executed deed of guarantee to CCS if required by the procurement process followed by CCS, or if requested by CCS in writing at any time during the Contract Period. Failure to comply with this Key Provision, if applicable, shall be an irremediable breach of this Framework Contract.

15 Key Subcontractors

The following Key Subcontractors are appointed under the Framework Contract:

Name (Registered name if registered)	Registration number (if registered)	Role of Subcontractor
[Insert name]	[Insert number]	[Insert role]
[Insert name]	[Insert number]	[Insert role]
[Insert name]	[Insert number]	[Insert role]

16 Commercially Sensitive Information

Without prejudice to CCS' obligation to disclose Information in accordance with FOIA or Clause 10 to 12 (inclusive) of Schedule 3, CCS will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

17 Cyber Essentials

The Supplier shall provide a Cyber Essentials Scheme Plus Certificate in accordance with the provisions of Clauses 21 to 26 of Schedule 3.

18 Subcontractors

Without prejudice to the Supplier's obligations in this Framework Contract regarding Sub-contracts, the Supplier shall comply with Schedule 5 (Specification) and Schedule 16 (Registration and Management of Subcontractors) in respect of all Subcontractors. The Parties agree that Subcontractors are not considered Key-Subcontractors for the purposes of this Framework Contract.

19 No acceptance of direct requests

During the Contract Period, the Supplier shall not, and shall ensure that any Subcontractor shall not, fulfil any direct orders or requests for Deliverables from Contracting Authorities for items the same as or similar to the items available from the Tail Spend Solution and the Supplier must (and the Supplier shall ensure that each Subcontractor) tell Contracting Authorities about this Framework Contract.

Schedule 2

General Terms and Conditions

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1 Supplier's appointment

- 1.1 CCS appoints the Supplier as one of the providers of the Deliverables on this Framework Contract. The Supplier is eligible to enter into Contracts with Buyers during the Contract Period of this Framework Contract, in accordance with Schedule 7 (Ordering Procedure). Each Buyer, having entered into a Contract with the Supplier, shall be eligible to enter into Orders for Deliverables during its Contract Period.
- 1.2 Each Contract is separate from the Framework Contract and may survive the End Date of the Framework Contract. The Parties agree that each Contract shall apply to all Deliverables purchased in accordance with Schedule 7 (Ordering Procedure) and the terms and conditions of this Framework Contract. The Supplier agrees that it will not, in its dealings with a Buyer, seek to impose or rely on any other contractual terms which in any way vary or contradict the Framework Contract or a Contract.
- 1.3 In consideration of CCS agreeing to appoint the Supplier to this Framework Contract in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Contract, the Supplier undertakes to provide:
 - (a) the Framework Services in accordance with this Framework Contract; and
 - (b) the Deliverables in accordance with the Contract.
- 1.4 The Supplier acknowledges and agrees that:
 - (a) it has all the information required to perform its obligations under this Framework Contract and each Contract (including each Order) before entering into it;
 - (b) when information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier and the Relevant Authority will not be liable for errors, omissions or misrepresentation of any information; and
 - (c) the Supplier will not be excused from any obligations or entitled to additional costs or charges because it failed to verify the accuracy of Due Diligence Information, or properly perform its own adequate checks.
- 1.5 The Supplier shall comply fully with its obligations set out in this Framework Contract, in particular Schedule 5 (Specification), each Contract and any other provisions of contracts entered into under and in accordance with this Framework Contract.

2 CCS commitments

- 2.1 Unless otherwise set out in the Schedule 6 (Charges), the Supplier acknowledges that:
 - (a) there is no obligation on CCS or on any other Buyer to purchase any Deliverables from the Supplier during the respective Contract Period;

- (b) no undertaking or any form of statement, promise, representation or obligation has been made by CCS or any Buyer in respect of the total volumes or value of the Deliverables to be Ordered by them pursuant to this Framework Contract and each Contract, and the Supplier acknowledges and agrees that it has not entered into this Framework Contract or any Contract on the basis of any such undertaking, statement, promise, representation or obligation;
- (c) in entering this Framework Contract and each Contract, no form of exclusivity has been granted by CCS or any Buyer; and
- (d) it will not be excused from any obligation, and CCS and each Buyer are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of goods and/or services which are the same as or similar to the Deliverables.

3 Ordering Procedure

- 3.1 Any Contracting Authority may enter into a Contract with the Supplier and that Buyer may then purchase Deliverables by submitting an Order via the Tail Spend Solution in accordance with Schedule 7 (Ordering Procedure).

4 Reasonable assistance

- 4.1 Upon the request of CCS or any Buyer, the Supplier shall provide CCS or such Buyer with any reasonable and proportionate information that it holds about the Deliverables it supplies under this Framework Contract and each Contract, including, without limitation, each Category of Deliverables, all Catalogue Items (with and without Options) and Non Catalogue Items to enable the Buyer to complete any necessary due diligence before purchasing such Deliverables, or any connected or replacement deliverables. This includes any such information requests considered as clarification as part of the Call-Off Procedure.

5 Provision of Deliverables

- 5.1 The Supplier must provide Deliverables:
 - (a) that comply with Schedule 5 (Specification), the Framework Contract, Tender Response and each Contract and Order;
 - (b) and, in particular, the Framework Services in accordance with Schedule 15 (Part C: Framework Services) and the requirements of the Framework Contract; and
 - (c) using: (i) reasonable skill and care, (ii) Good Industry Practice, (iii) on the dates agreed (if any), (iv) a professional standard, (v) its own policies, processes and internal quality control measures to the extent that they do not conflict with the Framework Contract, the Contract and comply with all applicable Law, and the Supplier must provide the details of the duration and terms of each warranty

that apply to each Deliverable or Deliverable type or Category within the Tail Spend Solution in accordance with Clause 5.7 of this Schedule 2. Additional warranties may be required to be provided as set out in the Order for Non-Catalogue Items.

- 5.2 All Goods Delivered must be new, or as new if recycled, unused and of recent origin.
- 5.3 All manufacturer warranties and guarantees covering the Goods must be assigned to the Buyer on request and for free.
- 5.4 The Supplier must:
 - (a) provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged; and
 - (b) ensure that all Deliverables and their manufacture, packaging, marking, storage, handling and Delivery comply with all applicable Law and shall endeavour to adhere to sustainable practices and minimise the use of plastic within packaging materials.
- 5.5 The Supplier transfers ownership of the Goods to the Buyer on Delivery (including off-loading and stacking) or on payment for the Goods, including any applicable Delivery Charges, whichever is earlier.
- 5.6 Risk in the Goods transfers to the Buyer on Delivery of the Goods when they have been off-loaded and stacked at the Site for Delivery as set out in the Order, or upon collection by the Buyer or a third party on the Buyer's instructions, but remains with the Supplier where the Buyer has had a reasonable opportunity to examine the Goods and has given the Supplier written notice within a reasonable time of discovering that some or all of the Goods do not conform with one or more of the warrants referred to in Clause 5.7.
- 5.7 The Supplier warrants that:
 - (a) it has, or through its Subcontractors will have, full and unrestricted ownership of the Goods at the time of transfer of ownership; and
 - (b) the Goods shall:
 - (i) conform in all material respects with their description;
 - (ii) be free from material defects in design, material and workmanship;
 - (iii) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (iv) be fit for any purpose held out by the Supplier in the Tail Spend Solution,

and the same warranty and terms apply to any repaired or replaced Goods supplied by the Supplier.

- 5.8 To exercise the Buyer's right under Clause 5.7, the Buyer shall have a reasonable opportunity to examine the Goods and give the Supplier written notice within a reasonable time of discovering that some or all of the Goods do not conform with one or more of the warrants referred to in Clause 5.7.
- 5.9 The Supplier will not be liable for breach of Clause 5.7(b) warranty if:
- (a) the Buyer makes further use of the Goods after giving the Supplier notice of the breach;
 - (b) the defect arose solely as a result of the Supplier following any drawing, design or specification supplied by the Buyer;
 - (c) the Buyer altered or repaired the Goods without the Suppliers written consent;
 - (d) the defect arose out of fair wear and tear, wilful damage or negligence; or
 - (e) the Goods differ from their description as a result of changes made to ensure compliance with the Law.
- 5.8 The Supplier must provide all tools, instructions, information and Documentation the Buyer needs to make use of the Deliverables.
- 5.9 The Supplier will notify the Buyer:
- (a) if, after acceptance of an Order, the Supplier is unable to provide the Deliverables or any Option selected by the Buyer. The Buyer will be able to choose alternative Deliverables (e.g. the same item from another Subcontractor or another Option) and the Charges will be the same as set out in the original Order, or cancel the Order and be refunded the Charges.
 - (b) of any request that Goods are to be returned to it or any relevant third party after discovery of defects that might endanger health or hinder use. The Supplier must indemnify the Buyer against all reasonable costs arising from such Recall of Goods and must give notice or information as to the anticipated action regarding the Recall of Goods.
- 5.10 If the Buyer wishes to make a change to any Deliverables Ordered but not yet Delivered, the Buyer should contact, via the Tail Spend Solution, the Supplier who will inform the Buyer if the change is possible.
- 5.11 The Supplier must, within 10 Working Days from the Buyer's request at the Supplier's own cost repair, replace, re-perform or substitute (at the Buyer's option and request) any Deliverables the Buyer rejects because they do not conform to the Contract and the

Order. If the Supplier does not do this it will pay the Buyer's costs including repair and re-supply by a third party. Any such replacements or substitutions must be:

- (a) of the same or better quality; and
- (b) be subject to the same Charges,

as the Deliverables originally Ordered.

5.12 If the Supplier fails to Deliver the correct Goods or the correct quantity of Goods, the Supplier must:

- (a) if the wrong Goods were Delivered, make arrangements to collect these at the Supplier's expense and to Deliver the correct Goods within timescales agreed with the Buyer, unless the Buyer cancels the Order and seeks a refund;
- (b) if the quantity of Goods is surplus to that Order, make arrangements to collect these at the Supplier's expense; or
- (c) if the quantity of Goods delivered is insufficient, provide the omitted Goods within a timescale to be agreed with the Buyer.

5.13 The Supplier must cooperate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Deliverables, and ensure that Supplier Staff comply with all reasonable instructions, including any security requirements.

5.14 If materials including designs, templates and examples were provided by CCS or the Buyer to the Supplier for supplying the Deliverables, those materials remain the property of CCS or the Buyer, as applicable. The Supplier shall retain such materials until instructed otherwise in writing by CCS or for a period of 6 Months from the date on which the Order was placed, before destroying to the fullest extent possible on the Supplier's Systems, unless instructed in writing. **[CCS or the Buyer may opt to save such materials on the Tail Spend Solution for future use by selecting the relevant function in the Tail Spend Solution.] [Terminology may need to be update in accordance with the Supplier solution.]**

5.15 The Supplier must allocate sufficient resources and appropriate expertise to the Framework Contract and each Contract.

5.16 The Supplier must at its own risk and expense provide all Supplier tools and equipment required to provide the Deliverables, Deliver the Deliverables (including the Framework Services) and ensure that any equipment, materials or other items used in respect of this Framework Contract and each Contract are of good quality, free from defects and insofar as possible, sustainably resourced.

5.17 The Supplier must take all reasonable care to ensure performance does not disrupt CCS' or any Buyer's operations, employees or other contractors.

- 5.18 The Supplier acknowledges that it shall not be excused from the performance of any of its obligations under this Framework Contract or any Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges arising as a result of, any misrepresentation of the requirements of CCS or the Buyer in any Order, elsewhere in the Contract or in this Framework Contract.
- 5.19 CCS and each Buyer are entitled to withhold payment for partially or undelivered Deliverables, but doing so does not stop it using its other rights under the Framework Contract or the Contract.
- 5.20 Late Delivery of the Framework Services will be a material Default of the Framework Contract.

6 Delivery arrangements

- 6.1 The costs and Options available in relation to Delivery are displayed on the Tail Spend Solution for various types of Deliverables, namely, Catalogue Items (with and without Options) and Non-Catalogue Items. The Buyer may Order the Deliverables to be Delivered, or it may make its own arrangements for Delivery as specified within its Order and, if applicable, the Delivery Date specified by the Buyer will be the date for collection.
- 6.2 Unless the Buyer has specified in its Order that it will, or will organise for a third party carrier to, collect the Goods, the Supplier must Deliver the Goods on the Delivery Date and to the specified Site between the hours of 8:00am and 5:00pm, Monday to Friday. The Buyer must include any specific instructions as to Delivery in the Order.
- 6.3 If the Buyer requires Delivery outside the times specified in Clause 6.2 of this Schedule 2, it must contact the Supplier to make particular arrangements and ensure that a member of its personnel will be at the Site to receive the Delivery on the stated date and time.
[Clause 6.1 to 6.3 might require amending in relation to how collection by the Buyer is to be specified depending on the Supplier solution.]
- 6.4 If the Buyer has indicated in its Order that it wishes to collect the Goods, the Supplier will notify the Buyer as to what time the Goods will be ready for collection on the Delivery Date and the times during which collection may take place. The Buyer must, when collecting the Goods, provide the Supplier Order Number.
- 6.5 The Supplier must ensure that the Goods are properly packed and secured in such manner as to enable them to reach the point of Delivery safely and in good condition.
- 6.6 The Supplier shall ensure that all packaged Deliverables, whether for Delivery by the Supplier or collection by the Buyer (or by a third party courier on its behalf), are clearly labelled, have a delivery note attached specifying the Supplier Order Number, Purchase Order Number (if any), type and quantity of the Goods and are marked for the attention of the relevant individual, if any, specified by the Buyer in the Order.
- 6.7 The Supplier shall not Deliver Goods by instalment except with the Approval of the Buyer. Where Deliveries are by instalments, they may be invoiced and paid for separately.
- 6.8 The Buyer can cancel any Order or part Order of Deliverables which has not been Delivered. If the Buyer gives less than 10 Working Days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled Order as long as the Supplier takes all reasonable steps to minimise and mitigate these costs, as evidenced to the Buyer.
- 6.9 If Deliverables are not Delivered or ready for collection on the Delivery Date, unless expressly stated to the contrary in the Order, this will be a Default and, without limiting any other rights or remedy the Buyer may have, the Buyer may:
- (a) refuse to take any subsequent attempted Delivery or make any subsequent collection;

- (b) terminate the Contract or that particular Order with immediate effect;
- (c) obtain substitute goods or services from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Buyer in obtaining such substitutes; and
- (d) subject to Clauses 38.3 and 24 claim damages for any Losses resulting from the Supplier's failure to Deliver the Deliverables or make the Deliverables ready for collection on the Delivery Date provided that the Supplier shall have no liability for any failure or delay in Delivery to the extent that such failure or delay is caused by Buyers or CCS.

6.10 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent caused by the negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery of the Deliverables by the Supplier then the Supplier shall indemnify the Buyer for any Losses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any Supplier Staff.

6.11 If the Buyer fails to collect any Deliverables which it has stated in its Order it will collect or, after a failed attempted Delivery by the Supplier, the Buyer does not re-arrange Delivery or collection, the Supplier will contact the Buyer for further instructions and may make a reasonable charge for storage costs and any further Delivery costs.

7 Pricing and payments

7.1 Charges applicable to each Contract and each Order shall be calculated in accordance with Schedule 6 (Charges).

7.2 In exchange for the Deliverables, the Buyer will pay the Charges for the Deliverables detailed in the Order by one of the following payment methods which should be selected when the Buyer completes the Buyer Registration Process on the Tail Spend Solution (although this may be amended within the Order):

- (a) within 30 days of receipt of a valid undisputed invoice issued by the Supplier in cleared funds to the Supplier's account as stated in the Contract. The Buyer must accept and process for payment an undisputed Electronic Invoice from the Supplier. The Supplier shall issue invoices promptly and in any event no later than within 10 Working Days after Delivery.
- (b) by use of the Buyer's payment card within 7 days of Delivery. The Supplier shall issue an invoice [Insert details of when invoices will be issued which may depend upon the Supplier's solution. The system may cause invoices to be issued after payment].
- (c) by use of the Buyers ERP System, within 30 days of Delivery. The Supplier shall issue an invoice [Insert details of when invoices will be issued which may

depend upon the Supplier's solution. The system may cause invoices to be issued after payment].

- 7.3 Where CCS is entitled to receive any sums, including the Management Charge, from the Supplier, CCS must invoice the Supplier for such sums. Such invoices shall be paid within 30 days of the date of such invoice.
- 7.4 All Charges and the Management Charge are exclusive of VAT (which is payable on provision of a valid VAT invoice) and include all costs connected with the supply of the Deliverables.
- 7.5 Pricing:
- (a) for all Deliverables shall identify the:
 - (i) costs of production of the Deliverables;
 - (ii) cost of materials necessary to produce the Deliverables;
 - (iii) distribution and Delivery costs shall be separately identified to enable Buyers to determine whether to arrange for their collection or Delivery; and
 - (iv) the price to be paid by the Buyer which shall be separately identified as the Charges, the Subcontractor Fee, the Supplier Fee less any Deductions, to CCS and, to the Buyer, the Supplier shall incorporate into their Pricing Clause 7.5(a)(i), (ii) and (iv) above, with Delivery costs (iii) being separately identified
 - (b) which is incorrect on the Tail Spend Solution and forms part of an Order, shall result in the Supplier:
 - (i) where the correct Goods price is less than the price stated, charge the lower amount when dispatching the Goods to the Buyer; and
 - (ii) where the correct Goods price is higher than the price stated, the Supplier will contact the Buyer in writing as soon as possible to inform it of the error and give the Buyer the option of continuing to purchase the Goods at the correct price, or cancel the Order. The Order will not be Delivered until the Supplier has the Buyer's instructions, however, if the Order is Delivered prior to the Supplier obtaining the Buyer's instructions, the Supplier shall be bound by the lower price.
- 7.6 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order.
- 7.7 A Supplier invoice is only valid if it includes: (i) all appropriate references, including the Contract reference number, Purchase Order Number and other details reasonably requested by the Buyer, (ii) a detailed breakdown of the Deliverables and Milestone(s) (as

applicable), and (iii) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

- 7.8 Subject to Clause 7.9 of this Schedule 2, the Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish details of the late payment or non-payment.
- 7.9 Where a Buyer pays the Supplier for Deliverables using a payment card, the Supplier shall use all reasonable endeavours to pay any Subcontractor who has carried out the work in respect of which such payment was made, within 7 days of receiving such payment from the Buyer.
- 7.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Contract or a Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 7.11 The Buyer and CCS may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.
- 7.12 If there is a Dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. Any disputed amounts shall be resolved through the Dispute Resolution Procedure.

8 Relevant Authority Cause

- 8.1 If Supplier Non-Performance arises from a Relevant Authority Cause:
- (a) neither CCS or the Buyer can terminate the Framework Contract or Contract;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions directly related to the Relevant Authority Cause under this Framework Contract or Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 8.2 Clause 8.1 only applies if the Supplier: (a) gives written notice to the Party responsible for the Relevant Authority Cause no later than within 10 Working Days of becoming aware of it, (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Relevant Authority Cause, and (c) can evidence that it has taken all reasonable steps to mitigate and minimise the impact of the Relevant Authority Cause.

9 Supplier Staff

- 9.1 Supplier Staff involved in the performance of the Framework Contract and each Contract must: (a) be appropriately trained and qualified, (b) be vetted using Good Industry Practice and the Security Policy, (c) comply with all conduct requirements when on CCS or Buyer Sites.
- 9.2 Where CCS or a Buyer decides one of the Supplier's Staff is not suitable to work on the Framework Contract or a Contract, the Supplier must replace them with a suitably qualified alternative. The Supplier must also replace any person whose acts or omissions have caused the Supplier to breach Clause 29.
- 9.3 On written request, the Supplier must provide a list of Supplier Staff needed to access CCS or Buyer or third party Sites and say why access is required.
- 9.4 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff

10 Rights and Protection

10.1 The Supplier warrants and represents to CCS and each Buyer that:

- (a) it has full capacity and authority to enter into and to perform the Framework Contract and each Contract, and has taken all necessary actions to authorise the execution of and performance of its obligations under this Framework Contract and each Contract before such execution;
- (b) the Framework Contract is and each Contract will be signed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate;
- (e) there was 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 the Framework Contract and each Contract;
- (f) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Framework Contract and each Contract;
- (g) has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Contract and each Contract, and has gathered all information necessary to perform its obligations under this Framework Contract and each Contract, and all other obligations assumed by it;
- (h) where the Contract is entered into digitally, the Buyer Registration Process shall, upon completion, result in the creation of a legally binding and enforceable Contract. The process of submitting a Buyer Order within the Tail Spend Solution shall, upon its acceptance by the Supplier, result in the incorporation of that Order into the Contract (whether the Contract was executed digitally or in hard copy in writing);
- (i) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Framework Contract and any Contract;
- (j) it is not impacted by an Insolvency Event;
- (k) it will comply with the Framework Contract and each Contract; and

- (l) it will fully and promptly respond to all requests for information, documents and/or for answers to questions regarding this Framework Contract, any Contract, the provision of Deliverables, any complaints and any Disputes at the frequency, in the timeframes and format requested by CCS or a Buyer (acting reasonably) from time to time. This includes any such information requests considered as clarification as part of the Call-Off Procedure.

10.2 The Supplier warrants and undertakes to CCS that:

- (a) as at the Start Date, it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Contract Period of the Framework Contract, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - (i) notify CCS in writing of such fact within 5 Working Days of its occurrence; and
 - (ii) promptly provide to CCS; (A) details of the steps the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and (B) such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonably require.
- (b) it will inform CCS and the Buyer in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.3 The warranties, representations and undertakings in Clauses 10.1 and 10.2 are repeated each time the Supplier provides Deliverables under the Framework Contract and each Contract.

10.4 Any warranties provided under this Framework Contract and each Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

10.5 The Supplier indemnifies:

- (a) CCS and each Buyer for and against any failure of the Supplier to ensure, if the Contract is executed digitally that the Contract and, each Order entered into via the Tail Spend Solution, shall be legally binding and enforceable in Law.
- (b) CCS for and against: (i) wilful misconduct of the Supplier, Key Subcontractors and Supplier Staff that impacts the Framework Contract;
- (c) each Buyer against: (i) wilful misconduct of the Supplier, Subcontractors and Supplier Staff that impacts the Contract;

and against: (ii) any fine or penalty incurred pursuant to Law and any costs incurred by CCS and any Buyer in defending any proceedings which result in such fine or penalty.

10.6 The description of any provision of this Framework Contract and the Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that Clause by the Supplier.

- 10.7 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 10.8 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

11 Business continuity

- 11.1 Throughout the Contract Period, the Supplier will ensure its BCDR Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such BCDR Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:
- (a) the criticality of this Framework Contract to CCS and the Buyers; and
 - (b) the size and scope of the Supplier's business operations,
- regarding continuity of the provision of the Deliverables during and following a Business Continuity Event. The BCDR Plan shall be established and maintained in accordance with the principles and operation of ISO22301 and any applicable new, emergent or updated Standards.
- 11.2 The Supplier shall provide its BCDR Plan to CCS within 30 days of the date referred to in the Implementation Plan as "Go Live date" or similar. The Supplier shall test its BCDR Plan at reasonable intervals, and in any event no less than once every 12 Months or such other period as may be agreed between the Supplier and CCS taking into account the criticality of this Framework Contract to Buyers and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to CCS, at CCS' written request, reasonable and proportionate documentary evidence that the Supplier tests its BCDR Plan in accordance with the requirements of this Clause 11.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to CCS a copy of any updated or revised BCDR Plan within 14 Working Days of any material update or revision to the BCDR Plan.
- 11.3 CCS may suggest reasonable and proportionate amendments to the Supplier regarding the BCDR Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by CCS to be relevant and appropriate, the Supplier will incorporate into the BCDR Plan all such suggestions made by CCS in respect of such BCDR Plan. Should the Supplier not incorporate any suggestion made by CCS into such BCDR Plan it will explain the reasons for not doing so to CCS.
- 11.4 Should a Business Continuity Event occur at any time, the Supplier shall notify CCS and any affected Buyer within four (4) hours of such Business Continuity Event and implement and comply with its BCDR Plan, and provide regular written reports to CCS and each affected Buyer on such implementation.

- 11.5 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Framework Contract and each Contract.

12 CCS' obligations

- 12.1 CCS shall provide reasonable cooperation to the Supplier and shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the Supplier complying with its obligations under this Framework Contract.

- 12.2 CCS shall comply with CCS' obligations, if any.

13 Contract management

How CCS and the Supplier will work together

- 13.1 The successful delivery of this Framework Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the execution of this Framework Contract and maintaining this relationship throughout the Contract Period.
- 13.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information provided in accordance with Schedule 9 (Management Charges and Information) and the sharing of information between the Supplier and CCS, and where CCS considers appropriate, Buyers.
- 13.3 This Clause 13 of Schedule 2 outlines the general structures and management activities that the Parties shall follow during the Contract Period of the Framework Contract.

Framework Contract Management Structure

- 13.4 The Supplier shall provide a Contract Manager who will take overall responsibility for delivering the Deliverables required within this Framework Contract and under each Contract, as well as a suitably qualified deputy to act in their absence.
- 13.5 The Supplier shall put in place a structure to manage this Framework Contract in accordance with Schedule 5 (Specification) and the Performance Indicators.
- 13.6 A governance structure will be agreed between CCS and the Supplier as soon as reasonably practicable following the Start Date of the Framework Contract.
- 13.7 The Supplier shall comply with all requests from CCS regarding compliance requirements, including:
- (a) D&B risk failure score monitoring;
 - (b) regular evidence that the Required Insurances and, if applicable, Additional Insurances have been renewed and maintained;

- (c) invoice payment performance; and
- (d) verification of required accreditations & certifications.

Supplier Review Meetings

- 13.8 Regular performance review meetings will take place at CCS' premises (or at a location to be agreed by the Parties and may take place by telephone or digitally) throughout the Contract Period of the Framework Contract ("**Supplier Review Meetings**") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). CCS and the Supplier shall be flexible about the timings of these meetings.
- 13.9 The Supplier Review Meetings will review the Supplier's performance under this Framework Contract. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
- 13.10 The Supplier Review Meetings shall be attended, as a minimum, by CCS' Contract Manager and the Supplier's Contract Manager.

How the Supplier's Performance will be measured

- 13.11 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.
- 13.12 CCS reserves the right to adjust, introduce new, or remove PIs throughout the Contract Period of the Framework Contract, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
- 13.13 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

- 13.14 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Framework Contract. This shall include the following (but this list is not exhaustive and may be developed during the Contract Period of the Framework Contract):
- (a) tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
 - (b) developing additional PIs to ensure that this Framework 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).

13.15 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in Clause 9 of Schedule 1 (Key Provisions).

13.16 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Clause 13 of Schedule 2.

What to do if CCS and the Supplier cannot agree about the performance

13.17 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS' Contract Manager and the Supplier's Contract Manager 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).

13.18 In cases where CCS' Contract Manager and the Supplier's Contract Manager fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

Marketing

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

13.20 The Supplier shall:

- (a) comply with Schedule 5 (Specification) in respect of its obligations concerning the marketing and promotion of the Deliverables; and
- (b) develop and manage a robust marketing strategy to promote the Tail Spend Solution to both Buyers and Subcontractors.

How the Supplier must contribute to CCS' publications

13.21 The Supplier shall supply current information relating to the Deliverables it offers for inclusion in CCS' marketing materials when required by CCS from time to time.

13.22 Such information shall be provided in such form and at such time as CCS may request.

13.23 Failure to comply with the provisions of Clauses 13.21 and 13.22 of this Schedule 2 may result in the Supplier's exclusion from the use of such marketing materials.

What the Supplier can say in its own publications

13.24 The Supplier shall ensure that all marketing materials produced by the Supplier in relation to this Framework Contract:

(a) shall at all times comply with CCS' branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> ; and

(b) are periodically updated and revised to ensure ongoing compliance.

13.25 The Supplier shall regularly review the content of any information which appears on its website and which relates to the Framework Contract and ensure that such information is up to date at all times. The Supplier shall also ensure the same of any websites of its Subcontractors where information is present relating to the Framework Contract.

13.26 Save in relation to publication on the Tail Spend Solution which shall be governed by Schedule 15, Part C (Framework Services), the Supplier shall obtain all appropriate Approvals from CCS prior to publishing any content in relation to the Framework Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS may give the Supplier 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, CCS shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

14 Corporate Social Responsibility

14.1 Without prejudice to Clause 26 (Resolving Disputes), the Supplier must use reasonable endeavours to comply with the provisions of this Clause 14 of this Schedule 2.

What CCS expects from its Suppliers

14.2 In September 2017, HM Government published a Supplier Code of Conduct setting out the Standards and behaviours expected of suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13 Official Sensitive Supplier Code of Conduct September 2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

14.3 CCS expects its suppliers and subcontractors to meet the Standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the Standards set out in this Clause 14 of Schedule 2.

Equality and Accessibility

14.4 In addition to legal obligations, the Supplier shall support CCS in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Framework Contract and each Contract in a way that seeks to:

- (a) eliminate discrimination, harassment or victimisation of any kind; and
- (b) advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and

maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

14.5 The Supplier:

- (a) shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- (b) shall not require any Supplier Staff to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (c) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- (d) warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (e) shall make reasonable enquires to ensure that its Supplier Staff have not been convicted of slavery or human trafficking offences anywhere around the world;
- (f) shall have and maintain throughout the Contract Period of this Framework Contract and each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- (g) shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Framework Contract or any Contract;
- (h) shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 14.5 of Schedule 2;
- (i) shall not use, nor allow Supplier Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of Supplier Staff;
- (j) shall not use or allow child or slave labour to be used by its Subcontractors; and

- (k) shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the relevant Buyer and Modern Slavery Helpline.

Income Security

14.6 The Supplier shall, in relation to Supplier Staff who are employees of the Supplier:

- (a) ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- (b) ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they accept an appointment as a member of Supplier Staff;
- (c) provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- (d) not make deductions from wages:
 - (i) as a disciplinary measure
 - (ii) except where permitted by law; or
 - (iii) without expressed permission of the worker concerned;
- (e) record all disciplinary measures taken against Supplier Staff who are employees of the Supplier; and
- (f) ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

Working Hours

14.7 The Supplier shall, in relation to Supplier Staff who are employees of the Supplier:

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

- 14.8 The total hours worked by Supplier Staff who are employed by the Supplier in any 7 day period shall not exceed 60 hours, except where covered by Clause 14.9 of this Schedule 2.
- 14.9 Working hours may exceed 60 hours in any 7 day period only in exceptional circumstances where all of the following are met:
- (a) this is allowed by national law;
 - (b) this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - (c) appropriate safeguards are taken to protect the workers' health and safety; and
 - (d) the Supplier can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 14.10 All Supplier Staff who are employees of the Supplier shall be provided with at least 1 day off in every 7 day period or, where allowed by national law, 2 days off in every 14 day period.

Sustainability

- 14.11 The Supplier (including each Key Subcontractor and Subcontractor) shall meet the applicable Government Buying Standards that apply to the Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

15 Statutory compliance

- 15.1 The Supplier shall comply with all applicable Law and Guidance relevant to its obligations under this Framework Contract and each Contract.
- 15.2 Without limitation to Clause 15.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Contract and each Contract.
- 15.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clauses 14, 29, 30, 31, 32, 33 and 34 of this Schedule 2.

16 Independence of Buyers

- 16.1 The Supplier acknowledges that each Buyer is independently responsible for the conduct of its award of its Contract under this Framework Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:

- (a) the conduct of Buyers, other than CCS in relation to the operation of this Framework Contract; or
- (b) the performance or non-performance of any Buyer, other than CCS, under any Contract between the Supplier and such other Buyer entered into under this Framework Contract.

16.2 The Supplier acknowledges and agrees that:

- (a) certain terms in this Framework Contract describe obligations that the Buyer assumes under a Contract in order to describe the full process of how the Tail Spend Solution will operate;
- (b) the Buyer is not a party to this Framework Contract so is not subject to any obligations under this Framework Contract; and
- (c) any term of this Framework Contract which appears to impose an obligation on the Buyer only does so to the extent that such a term is effectively incorporated into a Contract whereupon it is a term of that Contract.

17 How much you can be held responsible for

17.1 Each Party's total aggregate liability in each Contract Year under the Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

17.2 Each Party's total aggregate liability in each Contract Year under each 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 otherwise in the Order.

17.3 No Party is liable to the other for: (a) indirect losses, or (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

17.4 In spite of Clause 17.1 and 17.2:

- (a) neither Party limits or excludes any of the following:
 - (i) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (ii) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (iii) any liability that cannot be excluded or limited by Law;
 - (vi) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- (v) its obligation to pay the required Management Charge or Default Management Charge;
- (b) the Supplier does not limit or exclude its liability for any indemnity given under Clauses 9.4, 10.5, 23.8 and Schedule 17 (Staff Transfer) of this Framework Contract and each Contract.
- (c) but subject to Clauses 17.3 and 17.4(a), the Supplier's aggregate liability in each and any Contract Year under each Contract under Paragraph 19.5 of Schedule 3 (Information and Data Provisions) shall in no event exceed the Data Protection Liability Cap.

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

17.6 When calculating the Supplier's liability under Clauses 17.1 and 17.2 the following will not be taken into consideration: (a) Deductions, and (b) any items specified in Clause 17.4(b) or (c).

18 Insurance

The insurance the Supplier must have

18.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances set out in Clause 13 of Schedule 1 of this Framework Contract and any Additional Insurances required under a Contract (as specified in the applicable Order) and any other insurances as may be required by Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- (a) the Start Date of the Framework Contract in respect of those Insurances set out in Clause 13 of Schedule 1 and those required in accordance with the Law; and
- (b) the Start Date of the Contract or date of acceptance of the Order (as applicable), in respect of the Additional Insurances.

18.2 The Insurances shall be:

- (a) maintained in accordance with Good Industry Practice;
- (b) (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- (c) taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- (d) maintained for the Contract Period and for at least six (6) years after the End Date.

- 18.3 The Supplier shall ensure that the public and products liability policy contains an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables (which for the avoidance of doubt includes the Framework Services) and for which the Supplier is legally liable.

How to manage the insurance

- 18.4 Without limiting the other provisions of this Framework Contract or any Contract, the Supplier shall:
- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

What happens if the Supplier is not insured

- 18.5 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 18.6 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

Evidence of insurance to be provided

- 18.7 The Supplier shall upon the:
- (a) Framework Contract Start Date and within 15 Working Days after renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, and
 - (b) Start Date of the Contract or date of acceptance of the Order (as applicable), provide evidence in respect of any Additional Insurances, in a form satisfactory to the Buyer,

that the Insurances are in force and effect and meet in full the requirements of this Clause 18 of Schedule 2.

Required amount of insurance

- 18.8 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Framework Contract or relevant Contract, as the context requires, and if any claims are made which do not relate to this Framework Contract or Contract, then the Supplier shall notify CCS and provide details of its proposed solution for maintaining the minimum limit of indemnity.

Cancelled Insurance

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

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

Insurance claims

- 18.11 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, this Framework Contract and each Contract for which it may be entitled to claim under any of the Insurances. In the event that Relevant Authority receives a claim relating to or arising out of this Framework Contract, a Contract or the Deliverables, the Supplier shall co-operate with CCS and the relevant Buyer, and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 18.12 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within 20 Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to this Clause 18 of Schedule 2 relating to or arising out of the provision of the Deliverables or this Framework Contract or a Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 18.13 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

18.14 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Contract, a Contract or otherwise.

19 Contract Period and Termination

Contract Period

19.1 This Framework Contract shall be for a Contract Period of 4 years and each Contract shall be for up to a maximum Contract Period of 4 years, unless terminated earlier in accordance with this Framework Contract or Contract, as applicable. This Framework Contract and each Contract will take effect on the applicable Start Date and end on the applicable End Date or earlier if required by Law.

19.2 The Relevant Authority can extend the Framework Contract or Contract for the Optional Extension Period by giving the Supplier no less than 3 Months' written notice before the Expiry Date of the Framework Contract or Contract.

Ending the contract without reason

19.3 CCS and each Buyer may terminate without reason or liability as follows:

- (a) CCS may terminate this Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' written notice.
- (b) Each Buyer may terminate their Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice.

When CCS or Buyer can end a contract

19.4 If any of the following events happen, the Relevant Authority has the right to immediately terminate this Framework Contract or the Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request or the Relevant Authority rejects a Rectification;
- (d) there is any irremediable material Default of the Framework Contract or Contract;
- (e) there is a material Default of any obligation under this Framework Contract or any Contract which is capable of remedy, and that material Default is not

remedied within 10 days of the Supplier receiving written notice from the Relevant Authority specifying the material Default and requiring it to be remedied;

- (f) there is any material Default of any Joint Controller Agreement;
- (g) there is a Default of Clauses 10.2, 29 and 34 of Schedule 2, Clauses 12 to 19 (inclusive) of Schedule 3 or Clauses 20 to 25 (inclusive) of Schedule 3 (where applicable) relating to this Framework Contract or any Contract;
- (h) there is a consistent repeated failure to meet the Performance Indicators in Clause 9 of Schedule 1;
- (i) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (j) there is a Variation to the Framework Contract or Contract which cannot be agreed using Clause 24 of Schedule 2 or resolved using Clause 26 of Schedule 2;
- (k) if CCS or a Buyer discovers that the Supplier was in one of the situations in Regulations 57(1) or 57(2) of the Regulations at the time the Framework Contract or any Contract was awarded;
- (l) there is a declaration of ineffectiveness in respect of any Variation;
- (m) any of the events in Regulation 73(1)(a) of the Regulations happen; or
- (n) the Supplier, Subcontractor or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

19.5 CCS may terminate this Framework Contract if a Buyer terminates a Contract for any of the reasons listed in Clause 19.4 of Schedule 2 and a Buyer may terminate a Contract if the Framework Contract is terminated for any reason whatsoever.

Rectification Plan

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

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

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

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

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

19.9 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 Framework Contract or any Contract under Clause 19.4(c).

When the Supplier can end the Contract

19.10 In the event of a Buyer consistently failing to pay for any Deliverables within such timing given, the Supplier acting reasonably may suspend such Buyer's use of Tail Spend Solution until any outstanding undisputed payments that have been correctly invoiced are made and the Supplier has, at its option, received a satisfactory explanation for such late payment and reassurance as to the Buyer's future purchasing strategy.

20 What happens if the contract ends

20.1 The Supplier shall comply with any provisions of Schedule 18 (Exit Plan) in relation to the termination or expiry of this Framework Contract and each Contract.

20.2 Prior to the End Date of this Framework Contract, upon CCS' request, the Supplier shall provide to CCS and/or any potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings) with such information (including access) as CCS shall reasonably require to facilitate the preparation by CCS of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence. Such information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for replacement Deliverables and not be disadvantaged in any procurement process compared to the Supplier.

20.3 Where a Party terminates the Framework Contract or a Contract under Clause 19.1, 19.2, 19.3 or 19.4 of Schedule 2 all of the following apply:

- (a) the Supplier is responsible for CCS' reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period;
- (b) CCS' payment obligations under the terminated Framework Contract and/or the Buyer's payment obligations under the Contract, stop immediately;
- (c) accumulated rights of the Parties are not affected;

- (d) the Supplier must promptly repay to the Buyer all Charges the Buyer has paid in advance in respect of the Deliverables not provided by the Supplier by the End Date;
- (e) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (f) the Supplier must promptly return any of CCS' and Buyer property provided under the terminated Framework Contract or terminated Contract, as applicable;
- (g) the Supplier must, at no cost to CCS or any Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) and such cooperation shall include provision of the information referred to in Clause 20.2 of this Schedule 2; and
- (h) all Clauses and Schedules which are expressly (including Clauses 17, 26, 28, 38.2 and 38.8-38.9 of this Schedule 2, all of Schedule 3 (Information and Data Provisions), all of Schedule 18 (Exit Plan)) or by implication intended to continue shall survive the End Date of the Framework Contract and each Contract.

When Sub-contracts can be ended

20.4 At CCS' request, the Supplier must terminate any Sub-contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by CCS in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 19.4 or 19.5 of Schedule 2; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in a Relevant Authority.

Partially ending and suspending the contract

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

20.6 Where:

- (a) CCS has the right to terminate this Framework Contract it is entitled to terminate or suspend (for any period) all or any part of it.

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

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

20.8 The Parties must agree any necessary Variations required by Clause 20.6 of Schedule 2 using the Variation Procedure, but the Supplier may not:

- (a) reject the Variation; or
- (b) increase the Supplier Fee, except where the right to partial termination is under Clause 19.3 of Schedule 2.

21 Complaints

21.1 The Supplier shall notify CCS of any formal written complaints made by Buyers relating to the Supplier's noncompliance with any of its obligations under any Contract as part of the Management Information the Supplier must provide CCS in accordance with Schedule 9.

21.2 Without prejudice to any rights and remedies that CCS may have under the Framework Contract, the Supplier shall use its reasonable endeavours to resolve such complaint within 10 Working Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

21.3 Within 2 Working Days of a written request by CCS, the Supplier shall provide further reasonable details of any complaint to CCS, including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

22 Deliverables Information (E-Catalogue)

22.1 Where requested by CCS, the Supplier shall provide CCS with the Deliverables Information in such manner and upon such media as agreed between the Supplier and CCS from time to time for the sole use by CCS.

- 22.2 The Supplier warrants that the Deliverables Information is complete, current and accurate as at the date upon which it is delivered to CCS and that the Deliverables Information shall not contain any data or statement which gives rise to any liability on the part of CCS following publication of the same in accordance with Clause 22 of this Schedule 2.
- 22.3 If the Deliverables Information ceases to be complete, current and accurate, the Supplier shall promptly notify CCS in writing of any modification or addition to or any inaccuracy or omission in the Deliverables Information.
- 22.4 The Supplier grants CCS a perpetual, non-exclusive, royalty-free licence to use and exploit the Deliverables Information and any Intellectual Property Rights in the Deliverables Information for the purpose of illustrating the range of goods and services available pursuant to CCS' contracts from time to time. Subject to Clause 22.5 of this Schedule 2, no obligation to illustrate or advertise the Deliverables Information is imposed on CCS, as a consequence of the licence conferred by this Clause 22.4 of this Schedule 2.
- 22.5 CCS may reproduce for its sole use the Deliverables Information provided by the Supplier in CCS' deliverables catalogue from time to time which may be made available in digital format and/or made available by CCS on other media from time to time.
- 22.6 Before any publication of the Deliverables Information (digitally or otherwise) is made by CCS, CCS will submit a copy of the relevant sections of CCS' deliverables catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel CCS to exhibit the Deliverables Information in any deliverables catalogue as a result of the approval given by it pursuant to this Clause 22.6 of this Schedule 2 or otherwise under the terms of this Framework Contract.

23. Intellectual Property Rights

- 23.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives CCS a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPRs to enable it to both: (a) receive and use the Deliverables, and (b) make use of the deliverables provided by a Replacement Supplier.
- 23.2 Any New IPR created under the Deliverables (including the Framework Services) is owned by the Supplier, with the exception of any New IPR which is Government Data which shall be owned by CCS. The Supplier hereby assigns to CCS, by way of present and future

assignment, any right, title and interest that the Supplier would otherwise hold in and to the Government Data.

- 23.3 Any New IPR created under a Contract is owned by the Buyer. The Supplier hereby assigns to the relevant Buyer, by way of present and future assignment, any right, title and interest that the Supplier would otherwise hold in and to such New IPR.
- 23.4 The Supplier hereby grants to CCS and each Buyer a non-exclusive, non-transferable, royalty-free, irrevocable right to access and use, and to permit Buyer's Authorised Users to access and use the Tail Spend Solution and any associated technical or other Documentation and information supplied or made accessible to CCS and the Buyers in any media, during the relevant Contract Period, in accordance with this Framework Contract and each Contract.
- 23.5 CCS hereby grants the Supplier a licence to use any Existing IPRs and New IPRs solely for the purpose of fulfilling its obligations during the Contract Period.
- 23.6 Where a Party acquires ownership of IPRs incorrectly under this Framework Contract or a 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.
- 23.7 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 this Framework Contract, Contract or as otherwise agreed in writing.
- 23.8 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses incurred as a result.
- 23.9 If an IPR Claim is made or anticipated the Supplier must at its own expense and, at CCS' or the Buyer's sole option (as applicable), either:
- (a) obtain for CCS and the Buyer the rights in Clauses 23.1 and 23.4 without infringing any third party IPR
 - (b) replace or modify the relevant item with substitutes which do not infringe IPR without adversely affecting the functionality or receipt of the Deliverables.
- 23.10 In spite of any other provisions of this Framework Contract and each Contract, for the avoidance of doubt, the award of a Contract by a Buyer and placement of an Order or any contract task under it does not constitute an authorisation by the Crown under Section 55 or 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

24. Changing the contract

- 24.1 Either Party to:

- (a) a Contract can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties.
- (b) the Framework Contract can request a Variation to this Framework Contract which is only effective if agreed by both Parties in a Variation Form in writing and signed by both Parties.

Neither CCS nor any Buyer is under any obligation to agree to a Variation proposed by the Supplier.

24.2 With regard to Clause 24.1(b) the Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS.

24.3 If a Variation to this Framework Contract or a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Framework Contract or Contract continues without the Variation;
- (b) terminate the Framework Contract or Contract; or
- (c) refer the Dispute to be resolved using Clause 26 (Dispute Resolution).

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

24.5 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and each affected Buyer written 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, Supplier Fee, Charges, the Framework Contract or any Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including Subcontractor costs; and
- (b) how it has affected the Supplier's costs.

24.6 Any change in the Supplier Fee, Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.3 of this Schedule 2.

24.7 For Regulation 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 applicable Framework Contract or Contract as they existed immediately prior to that Variation and as if the Parties had never entered into the Variation.

25. Continuous improvement

- 25.1 The Supplier shall, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing Buyer costs (including Charges) and improving the quality and efficiency of the Deliverables and their Delivery to the Buyer and CCS.
- 25.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables taking into account feedback from Buyers which the Supplier must seek in accordance with Schedule 5 (Specification).
- 25.3 In addition to Clause 25.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of the Deliverables (without adversely affecting the performance of any Contract) during that Contract Year ("**Continuous Improvement Plan**") for CCS' Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- (a) identifying the emergence of relevant new and evolving technologies;
 - (b) changes in business processes of the Supplier or the Buyers and ways of working that would provide cost savings and/or enhanced benefits to Buyers (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - (c) new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - (d) measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist Buyers in meeting their sustainability objectives.
- 25.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to CCS for Approval within one hundred (100) Working Days of the first Order.
- 25.5 CCS shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within 20 Working Days of receipt. If it is rejected then the Supplier shall, within 10 Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Framework Contract.
- 25.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

- 25.7 If CCS wishes to incorporate any improvement into this Framework Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to CCS or any Buyer.
- 25.8 Once the first Continuous Improvement Plan has been Approved in accordance with Clause 25.5:
- (a) the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - (b) the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 25.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Clause 25.3.
- 25.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on the Supplier Fee.
- 25.11 Should the Supplier's costs in providing the Deliverables be reduced as a result of any changes implemented, all of the cost savings shall be passed on to CCS by way of a consequential and immediate reduction in the Supplier Fee.

26 Resolving Disputes

- 26.1 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.
- 26.2 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 26.3 to 26.5 of Schedule 2.
- 26.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 26.4 of Schedule 2, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.

- 26.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 26.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 26.3 of Schedule 2, 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 26.4 of Schedule 2.
- 26.6 The Supplier cannot suspend the performance of this Framework Contract or any Contract during any Dispute.

27 Force majeure

- 27.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Framework Contract or Contract while the inability to perform continues, if such Party both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to mitigate and reduce the impact of the Force Majeure Event.
- 27.2 Either Party can partially or fully terminate this Framework Contract or the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 27.3 Where a Party terminates the Framework Contract or affected Contract under Clause 27.2 of Schedule 2 each Party must cover its own Losses.

28 Record keeping and reporting

- 28.1 The Supplier must attend Supplier Review Meetings with CCS and/or the Buyer and provide progress reports when specified in writing by CCS or as detailed by the Buyer in the Order.
- 28.2 The Supplier must keep and maintain full and accurate up-to-date records and accounts on everything to do with the Framework Contract and each Contract:
- (a) during the relevant Contract Period;
 - (b) for 7 years after the relevant End Date; and
 - (c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Schedule 4.

28.3 The Relevant Authority or an Auditor can Audit the Supplier. Should the Supplier Sub-contract any of its obligations under the Framework Contract or Contract (as applicable), CCS shall have the right to Audit and inspect such third party premises, facilities, records and accounts and the Supplier shall procure permission for CCS or its authorised representative, during working hours (8:00am to 5:00pm) having given at least 5 Working Days written notice, such access and explanations as required by the Auditor.

28.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Framework Contract and/or the Contract and provide copies for an Audit;
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request,

and in relation to any Sub-contract, the Supplier must procure Clause 28.4 (a) and (b) of Schedule 2.

28.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

28.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately: (a) tell the Relevant Authority and give reasons, (b) propose corrective action, and (c) provide a deadline for completing the corrective action.

28.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain: (a) the methodology of the review, (b) the sampling techniques applied, (c) details of any issues, and (d) any remedial action taken.

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

29. Prevention of fraud, bribery and corruption

29.1 The Supplier must not during the relevant Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in Regulations 57(1) and 57(2) of the Regulations; or
- (b) do or allow anything which would cause CCS or the Buyer, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

29.2 The Supplier must during the applicable Contract Period:

- (a) 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;
- (b) keep full records to show it has complied with its obligations under Clause 29 of Schedule 2 and give copies to CCS and/or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the Framework Contract or relevant Contract, and then annually, certify in writing to CCS, that they have complied with Clause 29 of Schedule 2, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

29.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 29.1 or 29.2 of Schedule 2 or has any reason to think that it, or any of the Supplier Staff, has:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) 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;
- (c) received a request or demand for any undue financial or other advantage of any kind related to either this Framework Contract or any Contract; or
- (d) suspected that any person or Party directly or indirectly related to either this Framework Contract or any Contract has committed or attempted to commit a Prohibited Act.

29.4 If the Supplier notifies CCS or the Buyer as required by Clause 29.3 of Schedule 2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

29.5 In any notice the Supplier gives under Clause 29.4 of Schedule 2 it must specify the: (a) Prohibited Act; (b) identity of the Party who it thinks has committed the Prohibited Act; and (c) action it has decided to take.

29.6 If the Supplier or Supplier Staff fails to comply with Clause 29 of Schedule 2 or commits a Prohibited Act in relation to the Framework Contract or any Contract (or any other contract) with CCS or the Buyer, CCS or the Buyer may:

- (a) terminate the Framework Contract or Contract (as applicable) and recover from the Supplier the amount of any Loss suffered by CCS or the Buyer resulting from the termination, including the cost reasonably incurred by CCS and the Buyer in making other arrangements for the supply of the

Deliverables and any additional expenditure incurred by CCS and/or the Buyer throughout the remainder of the Framework Contract or Contract; or

- (b) recover in full from the Supplier any Loss sustained by the Relevant Authority in consequence of any breach of this Clause 29 of Schedule 2.

30. Equality, diversity and human rights

30.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Framework Contract and each Contract, including:

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

30.2 The Supplier must take all necessary steps and inform CCS 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 this Framework Contract or any Contract.

31. Health and safety

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

- (a) all applicable Law regarding health and safety; and
- (b) CCS' and each the Buyer's current health and safety policy while at CCS or the Buyer's Premises, as provided to the Supplier.

31.2 The Supplier, CCS and each Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at their Sites that relate to the performance of the Framework Contract or Contract, as applicable.

32. Environment

32.1 When working on Site the Supplier must perform its obligations under CCS' or the Buyer's current Environmental Policy, which CCS or the Buyer must provide (as applicable).

32.2 The Supplier must ensure that Supplier Staff are aware of such Environmental Policy.

33. Tax

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

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

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

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

- (a) 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 contribution, and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

- (a) the Buyer may, at any time during the Contract Period of the Contract, request that the Worker provides information which demonstrates they comply with Clause 33.3 of Schedule 2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 33.3 of Schedule 2 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. Conflict of Interest

- 34.1 The Supplier must take action to ensure that neither the Supplier nor its Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to CCS and the Buyer if a Conflict of Interest happens or is expected to happen.
- 34.3 CCS can terminate this Framework Contract and a Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

35. Reporting a breach of the Framework Contract or Contract

- 35.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to CCS and each affected Buyer any actual or suspected breach of: (a) Law, (b) Clause 14.1 of Schedule 2, or (c) Clauses 29 to 34 of Schedule 2.
- 35.2 The Supplier must not retaliate against any of its Supplier Staff who in good faith report a breach listed in Clause 35.1 of Schedule 2 to CCS, Buyer or a Prescribed Person.

36. Notices

- 36.1 All notices under this Framework Contract and each 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.
- 36.2 Notices to CCS must be sent to the address or email address of CCS' Contract Manager in Clause 4(a) of Schedule 1.
- 36.3 Notices to each Buyer must be sent to the address or email address of the Buyer's Contract Manager provided as part of the Buyer Registration Process for the Tail Spend Solution, unless the Order states otherwise.
- 36.5 Notices to the Supplier must be sent to the address or email address of the Supplier's Contract Manager in Clause 4(b) of Schedule 1.
- 36.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

37. Assignment, novation and subcontracting

- 37.1 The Supplier cannot assign, novate or transfer this Framework Contract or any Contract without Relevant Authority's Approval.
- 37.2 The Relevant Authority can assign, novate or transfer this Framework Contract or Contract (as applicable) or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

- 37.3 When CCS or the Buyer uses its rights under Clause 37.2 of Schedule 2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 37.4 The Supplier can terminate this Framework Contract or any Contract if it is novated under Clause 37.2 of Schedule 2 to a private sector body that is experiencing an Insolvency Event.
- 37.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 37.6 If CCS asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including: (a) their name, (b) the scope of their appointment, and (c) the duration of their appointment.

Restrictions on certain Subcontractors

- 37.7 The Supplier is entitled to:
- (a) enter into a Key Sub-contract under the Framework Contract to the Key Subcontractors set out in Clause 15 of Schedule 1; and
 - (b) enter into a Sub-contract under a Contract to any Subcontractor who are listed in Schedule 16 (Registration and Management of Subcontractors).
- 37.8 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the Approval of CCS and the Supplier shall, at the time of requesting such consent, provide CCS with the information detailed in Clause 37.9 of Schedule 2. The decision of CCS to consent or not will not be unreasonably withheld or delayed. Where CCS Approves the appointment of a New Key Subcontractor then they will be added to Clause 15 of Schedule 1. CCS may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
- (a) the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - (b) the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
 - (c) the proposed Key Subcontractor employs unfit persons.
- 37.9 The Supplier shall provide CCS with the following information in respect of the proposed Key Subcontractor:
- (a) the proposed Key Subcontractor's name, registered office and company registration number;
 - (b) the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

- (c) where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS that the proposed Key Subcontract has been agreed on "arm's length" terms;
- (d) the Key Subcontract price expressed as a percentage of the total projected costs associated with the Tail Spend Solution during the Contract Period; and
- (e) (where applicable) Credit Rating Threshold (as defined in Schedule 10) of the Key Subcontractor.

37.10 If requested by CCS, within 10 Working Days of receipt of the information provided by the Supplier pursuant to Clause 37.9 of Schedule 2, the Supplier shall also provide:

- (a) a copy of the proposed Key Sub-contract; and
- (b) any further information reasonably requested by CCS.

37.11 The Supplier shall ensure that each new or replacement Key Sub-contract, or in the case of any Subcontractor, a Sub-contract, shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Contract and any Contracts;
- (b) a right under the Contracts (Rights of Third Parties) Act 1999 for CCS and any relevant Buyer to enforce any provisions under the Key Subcontract which confer a benefit upon CCS and that Buyer respectively;
- (c) a provision enabling CCS and any relevant Buyer to enforce the Key Sub-contract or Sub-contract, as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract or Subcontract to CCS or any Buyer;
- (e) obligations no less onerous on the Key Subcontractor or Subcontractor than those imposed on the Supplier under this Framework Contract in respect of:
 - (i) the data protection requirements set out in Clauses 12 to 19 (inclusive) of Schedule 3;
 - (ii) the FOIA and other access request requirements set out in Clauses 9 to 11 (inclusive) of Schedule 3, unless the Buyer states (A) in the Contract, (B) within the Buyer Registration Process, and/or (C) notifies the Supplier in writing, that it is exempt from such compliance requirements;
 - (iii) the obligation not to embarrass CCS and any Buyer or otherwise bring CCS and any Buyer into disrepute;

- (iv) the keeping of records in respect of the Deliverables being provided under the Key Sub Contract or Sub-contract; and
- (v) the conduct of Audits set out in Clause 28 of Schedule 2;
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract or Sub-contract on notice on terms no more onerous on the Supplier than those imposed by CCS under Clauses 19.4 of Schedule 2; and
- (g) a provision restricting the ability of:
 - (i) the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the Approval of each of CCS; and
 - (ii) any Subcontractor to subcontract the provision any of the goods and/or services provided to the Supplier under the relevant Sub-Contract without the Buyer's Approval; and
- (h) provisions enabling the Supplier to terminate any Sub-contract with a Subcontractor where any of the grounds for exclusion of Subcontractor as set out in Schedule 16 (Registration and Management of Subcontractors) apply.

37.12 Without prejudice to the Supplier's obligations concerning Sub-contracts with Subcontractors under Clause 37.11, the Supplier shall ensure that each such Sub-contract complies with the requirements of Schedule 5 (Specification).

37.13 The Supplier shall be liable for the acts and omissions of Key Subcontractors as if they were its own.

38. General

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

38.2 Severance - If any part of this Framework Contract or 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 Framework Contract or Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Framework Contract or a Contract, whether it is valid or enforceable.

38.3 Waiver - A partial or full waiver or relaxation of the terms of the Framework Contract or Contract is only valid if it is stated to be a waiver in writing to the other Party and sets out the basis of the waiver. Any exercise of a partial or full waiver shall not constitute a waiver of any subsequent breach of the terms of the Framework Contract or Contract.

- 38.4 Costs - Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Contract and each Contract, including all costs, legal fees and other expenses so incurred.
- 38.5 Rights and Remedies - The rights and remedies provided in this Framework Contract and each Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Contract, Contract or by any other contract or document. In this Clause 38.5 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 38.6 Third Party Rights - Save under Clause 25 (Record keeping and reporting) and paragraph 1 of the Data Protection Appendix to Schedule 3 (Information and Data Provisions), a person who is not a party to this Framework Contract or a Contract shall have no right to enforce any terms of it which confers a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Contract or the Contract.
- 38.7 Entire Agreement - The provisions incorporated into this Framework Contract and each Contract are the entire agreement between the relevant Parties. The Framework Contract and each Contract replaces all previous statements, agreements and any course of dealings made between the relevant Parties, whether written or oral, in relation to its subject matter. Nothing in this Framework Contract or a Contract seeks to exclude either Party's liability for fraud. Any tender conditions and/or disclaimers set out in CCS' procurement documentation leading to the award of the Framework Contract shall form part of this Framework Contract and shall bind the Parties to each Contract.
- 38.8 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Contract and each Contract, and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Contract or the Contract (as the context requires) or unless such representation, undertaking or warranty was made fraudulently.
- 38.9 Law - This Framework Contract, each Contract and any Disputes arising out of, or in connection with it, are governed by English law.

Schedule 3

Information and Data Provisions

Confidentiality

1. Each Party must:
 - 1.1. keep all Confidential Information it receives confidential and secure;
 - 1.2. except as expressly set out in Clauses 2 to 4 of this Schedule 3 or elsewhere in the Framework Contract or the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - 1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
2. In spite of Clause 1 of Schedule 3, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 2.1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 2.2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 2.3. if the information was given to it by a third party without obligation of confidentiality;
 - 2.4. if the information was in the public domain at the time of the disclosure;
 - 2.5. if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 2.6. on a confidential basis, its auditors;
 - 2.7. on a confidential basis, to its professional advisers on a need-to-know basis; or
 - 2.8. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
3. In spite of Clause 1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Framework Contract and/or each Contract. The Supplier Staff must enter into a direct confidentiality agreement with Relevant Authority at its request.
4. In spite of Clause 1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
 - 4.1. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - 4.2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;

- 4.3. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 4.4. where requested by Parliament;
- 4.5. under Clause 7.8 of Schedule 2; or Clauses 10 to 12 (inclusive) of Schedule 3.
- 5. For the purposes of Clauses 2 to 4 of Schedule 3 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clauses 1 to 7 of Schedule 3.

Transparency Information is not Confidential Information.

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

Commercially Sensitive Information

- 7. Clause 16 of Schedule 1 identifies the Supplier's Confidential Information that is Commercially Sensitive Information, the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 8. Where possible, the Parties have sought to identify in the table set out in Clause 16 of Schedule 1 when this Commercially Confidential Information will cease to cause the Supplier significant disadvantage or material financial loss if disclosed.

Disclosing Information

The following provisions will only apply if the applicable Buyer is not exempt from making such disclosures:

- 9. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 10. Within 5 Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so CCS and/or each Buyer can:
 - 10.1. publish the Transparency Information;
 - 10.2. comply with any Freedom of Information Act (FOIA) request; and/or
 - 10.3. comply with any Environmental Information Regulations (EIR) request.
- 11. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 10 of this Schedule 3. However, the extent, content and format of the disclosure is CCS' decision, which does not need to be reasonable.

Data Protection

- 12. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with the Data Protection Legislation and the Appendix and Annex 1 to Schedule 3.
- 13. The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send CCS copies every 6 Months.
15. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system and that it complies with the Security Policy.
16. If at any time the Supplier suspects or has reason to believe that the Government Data provided under this Framework Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
17. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - 17.1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 17.2. restore the Government Data itself or using a third party.
18. The Supplier must pay each Party's reasonable costs of complying with Clause 17 of Schedule 3 unless CCS or the Buyer is at fault.
19. The Supplier:
 - 19.1. must provide CCS with all Government Data in an agreed open format within 10 Working Days of a written request;
 - 19.2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 19.3. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 19.4. securely erase all Government Data and any copies it holds when asked to do so by CCS unless required by Law to retain it; and
 - 19.5. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clauses 12 to 19 (inclusive) of Schedule 3 and any Data Protection Legislation.

Cyber Essentials Certification

20. The Supplier shall provide a Cyber Essentials Plus Certificate to CCS at the Start Date of this Framework Contract. Where the Supplier fails to comply with this Clause 20 of Schedule 3 it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Clause 20 of Schedule 3.
21. Where the Supplier continues to process data during the Contract Period the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 20 of Schedule 3.
22. Where the Supplier is due to process data after the Start Date of the first Contract but before the End Date of the last Contract, the Supplier shall deliver to CCS evidence of: (a) a valid

and current Cyber Essentials Plus Certificate before the Supplier processes any such Cyber Essentials Scheme Data, and (b) renewal of the valid Cyber Essentials Plus Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 20 of Schedule 3.

23. In the event that the Supplier fails to comply with Clauses 21 and 22 of Schedule 3, CCS reserves the right to terminate this Framework Contract for material Default.
24. The Supplier shall ensure that all Key Sub-contracts with Key Subcontractors and all Sub-Contracts with Subcontractors who process Cyber Essentials Data contain provisions no less onerous on the Key Subcontractors or Subcontractors than those imposed on the Supplier under this Framework Contract in respect of the Cyber Essentials Scheme under Clause 20 of Schedule 3.
25. Clauses 20 to 25 (inclusive) of Schedule 3 shall survive termination or expiry of this Framework Contract and each and any Contract.

Data Protection Appendix

1. Under this Framework Contract, CCS is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation. Under a Contract, the Buyer is the Controller and the Supplier is the Processor. The use of the term “**Controller**” shall refer, as relevant, to CCS in respect of this Framework Contract and to the relevant Buyer or Buyers in respect of any Contract. Only the Controller can decide what processing of Personal Data the Processor can do under this Framework Contract or a Contract. Notwithstanding Clause 38.6 of Schedule 2, this Data Protection Appendix to Schedule 3 is intended to confer benefits on CCS and Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.
2. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Framework Contract and each Contract as specified in this Data Protection Appendix.
3. The scope of Personal Data to be processed will be that which is necessary to enable the Supplier to set up, operate and provide Deliverables from the Tail Spend Solution .
4. The Supplier shall process Personal Data under this Framework Contract and each Contract solely for the purposes of the design, creation, development, operation and maintaining the Tail Spend Solution including registering Contracting Authorities using the Buyer Registration Process on the Tail Spend Solution, fulfilling Orders (including managing Deliveries) submitted by Buyers, taking payment, providing Management Information to both CCS and Buyers via the Tail Spend Solution and providing reports to CCS in respect of Buyers’ access and use of the Tail Spend Solution.
5. The nature of the processing to be carried out by the Supplier in the provision of the Deliverables consists of the receipt, registration and use of details of Buyer personnel in order to register them as an Authorised User, as well as processing of any additional details provided within any Order placed by a Buyer’s Authorised User, or contained within feedback, complaints and any other enquiries.
6. Destruction / Returning Personal Data:
 - 6.1 Buyer Personal Data shall be returned to each Buyer or destroyed to the fullest extent possible upon the end of a 6 Month period following the Supplier’s fulfilment of each Contract unless the Buyer has indicated otherwise in which case the retention period shall be as indicated by the Buyer and noted in the Contract.
 - 6.2 CCS Personal Data shall be returned to CCS or destroyed to the fullest extent possible upon the end of a 6 Month period following the Supplier’s fulfilment of the Framework Contract unless indicated otherwise in which case the retention period shall be as indicated by CCS and noted in the Framework Contract.
7. The categories of Data Subjects whose Personal Data will be processed are employees of CCS and each Buyer.
8. The Supplier shall comply with any further written instructions provided by the Controller. Any such further instructions shall be incorporated into this Annex.
9. The Supplier must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - 9.1. a systematic description of the expected processing and its purpose;

- 9.2. the necessity and proportionality of the processing operations;
 - 9.3. the risks to the rights and freedoms of Data Subjects;
 - 9.4. the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 10. The Supplier must notify the Controller immediately if it thinks the Controller's instructions breach or potentially may breach the Data Protection Legislation.
 - 11. The Supplier must put in place Protective Measures appropriate to the processing to take place under this Framework Contract and any Contract to protect against a Data Loss Event.
 - 12. If lawful to notify the Controller, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
 - 13. The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - 13.1. are aware of and comply with the Supplier's duties under this Schedule 3;
 - 13.2. are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - 13.3. are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by this Framework Contract or any Contract; and
 - 13.4. have undergone adequate training in the use, care, protection and handling of Personal Data.
 - 14. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
 - 14.1. the Controller has otherwise Approved it in this Framework Contract or under a Contract;
 - 14.2. the Supplier has otherwise obtained prior written consent of the Controller;
 - 14.3. CCS has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - 14.4. the Data Subject has enforceable rights and effective legal remedies when transferred;
 - 14.5. the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - 14.6. where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Controller meet its own obligations under Data Protection Legislation; and
 - 14.7. the Supplier complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

15. The Supplier must notify the Controller immediately if it:
 - 15.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 15.2. receives a request to rectify, block or erase any Personal Data;
 - 15.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 15.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Contract or a Contract;
 - 15.5. receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - 15.6. becomes aware of a Data Loss Event.
16. Any requirement to notify under Clause 15 of this Schedule 3 includes the provision of further information to the Controller in stages as details become available.
17. The Supplier must promptly provide the Controller with full assistance in relation to the Controller's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 15 of this Schedule 3. This includes giving the Controller:
 - 17.1. full details and copies of the complaint, communication or request;
 - 17.2. reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 17.3. any Personal Data it holds in relation to a Data Subject on request;
 - 17.4. assistance that it requests following any Data Loss Event;
 - 17.5. assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
18. The Supplier must maintain full, accurate records and information to show it complies with this Data Protection Appendix. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either CCS determines that the processing:
 - 18.1. is not occasional;
 - 18.2. includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - 18.3. is likely to result in a risk to the rights and freedoms of Data Subjects.
19. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Controller their contact details.
20. Before allowing any Subprocessor to Process any Personal Data, the Supplier must:

- 20.1. notify the Controller in writing of the intended Subprocessor and processing;
 - 20.2. enter into a written contract with the Subprocessor so that the Personal Data Processor requirements apply to the Subprocessor, i.e. in the case of Key-Subcontracts the Key Subcontractors and Sub-contracts the Subcontractors, ensuring that the Key Subcontractors and
 - 20.3. Subcontractors are subject to provisions equivalent to the provisions of this Data Protection Appendix;
 - 20.4. provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
21. The Supplier remains fully liable for all acts or omissions of any Subprocessor.
22. At any time CCS can, with 30 Working Days' notice to the Supplier, change this Data Protection Appendix to:
- 22.1. replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - 22.2. ensure it complies with guidance issued by the Information Commissioner's Office.
23. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

Schedule 4

Definitions and Interpretations

1 Definitions

In this Framework Contract and each Contract entered into pursuant to it the following words shall have the following meanings, unless the context requires otherwise:

“Achieve”	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and “Achieved” , “Achieving” and “Achievement” shall be construed accordingly;
“Additional Insurances”	insurance requirements relating to a Contract specified in the Order additional to those outlined in Clause 13 of Schedule 1 and in accordance with Clause 18 of Schedule 2;
“Admin Fee”	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
“Affected Party”	the party seeking to claim relief in respect of a Force Majeure Event;
“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Approve”	the prior written consent of CCS or the Buyer, as applicable, and “Approved” and “Approval” shall be construed accordingly;
“Annex”	extra information which supports a Schedule;
“Audit”	the Relevant Authority's right to: a) verify the accuracy of the Supplier Fee in relation to the Charges, Subcontractor Fee and any other amounts payable by a Buyer under a Contract (including proposed or actual Variations to them in accordance with the Contract or Framework Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; c) verify the Supplier's and each Subcontractor's compliance with the Framework Contract, Contract and applicable Law; d) identify or investigate actual or suspected breach of Clause 14, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the

	Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; f) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Framework Contract and each Contract; h) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authorised User"	CCS' and the Buyers' individual or groups of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to: a) access and use the Tail Spend Solution to place Orders, purchase Deliverables and arrange for Delivery, from and by Subcontractors via the Tail Spend Solution; b) to access and download Management Information and reports; and c) the rights granted under (a) and (b) shall apply unless and until that authorisation is revoked by CCS, the Buyer or the Supplier;
"Business Continuity Event"	any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Framework Contract or a Contract including an influenza pandemic and any Force Majeure Event;

“BCDR Plan”	the Supplier’s business continuity and disaster recovery plan which includes its plans for continuity of the Deliverables during a Business Continuity Event;
“Buyer”	a Contracting Authority who, after completion of the Call-Off Procedure and the associated Buyer Registration Process on the Tail Spend Solution, is entitled to place Orders and purchase Deliverables under the Contract between the Buyer and the Supplier, pursuant to this Framework Contract and may include CCS and other Contracting Authorities set out in the Key Provisions;
“Buyer Assets”	the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remains the property of the Buyer throughout the Contract Period of the Contract;
“Buyer ERP System”	Buyer enterprise resource planning (ERP) electronic payment or other data systems with which the Buyer requires the Supplier to integrate with the Tail Spend Solution;
“Buyer Personal Data”	any Personal Data provided by a Buyer for the purposes of receiving and benefitting from the Deliverables and shall include personal details of individuals including name, address (work and personal), email address, job title, date of birth, telephone number, and images;
“Buyer’s Premises”	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision or named for Delivery of Deliverables (or any of them);
“Buyer Registration Process”	the process to be completed after the successful conclusion of the Call-Off Procedure, of registering a Contracting Authority as a “Buyer” within the Tail Spend Solution, the completion of which results in the Buyer and Supplier being deemed to have entered into a Contract, under which the Buyer may submit Orders to purchase Deliverables in the Tail Spend Solution;
“Call-Off Procedure”	the process for awarding a Contract pursuant to Schedule 7 (Ordering Procedure);
“Category”	one or more categories, classifications or groupings of different types of Deliverables within the Tail Spend Solution which can be used within the search function to enable Buyers to easily navigate, search for and select a particular Deliverable type and should include any sub-categories, sub-classifications and sub-groupings of Catalogue Items (with or without Options) or Non Catalogue Items, and Delivery options. Categories may, during the Contract Period of the Framework Contract, be added to or divided as required and to assist Buyer’s use of the Tail Spend Solution;
“Catalogue”	an electronic catalogue within the Tail Spend Solution accessible to Authorised Users setting out the various Categories of Catalogue Items (with and without Options) and Non Catalogue Items;

“Catalogue Item”	an off-the-shelf Deliverable (with or without Options) listed in the Catalogue within the Tail Spend Solution which is available for immediate purchase by Buyers;
“CCS’ Obligations”	CCS’ further obligations, if any, referred to in Schedule 5 (Specification);
“Central Government Body”	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	any change in Law which impacts on the supply of the Deliverables and performance of the Framework Contract (and any Contract under it) which comes into force after the Start Date;
“Change of Control”	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
”Charges”	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Order, for the full and proper performance by the Supplier of its obligations under the Contract and its supply of the Deliverables, less any Deductions calculated in accordance with Schedule 6 (Charges);
“Commercially Sensitive Information”	the Confidential Information comprised of commercially sensitive information relating to the Supplier, comprised of Confidential Information, its IPR or its business or which the Supplier has indicated to CCS in Clause 16 of Schedule 1 of this Framework Contract or to the Buyer as part of the Call-Off Procedure and/or Buyer Registration Process, that if disclosed by CCS or the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
“Comparable Supply”	the supply of Deliverables to another buyer of the Supplier that are the same or similar to the Deliverables;
“Compliance Officer”	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
“Confidential Information”	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, all Personal Data and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;

“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or Supplier Staff and the duties owed to CCS under this Framework Contract or the Buyer under the Contract, in the reasonable opinion of CCS or the Buyer, as the context requires;
“Contract”	the call-off contract, entered into via the Tail Spend Solution following conclusion of the Call-Off Procedure, between a Buyer and the Supplier pursuant to the Framework Contract, which consists of the terms and conditions set out and referred to in Annex A (Call-Off Contract) and each Order submitted via the Tail Spend Solution which shall, upon its acceptance, be incorporated into the Contract and be legally binding and enforceable in Law;
“Contracting Authority”	any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than CCS;
“Contract Manager”	for CCS and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time;
“Contract Period”	the term of either the Framework Contract or the Contract which is on and from the earlier of the applicable Start Date up to and including the applicable End Date;
“Contract Year”	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
“Control”	control in either of the senses defined in section 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly;
“Controller”	has the meaning given to it in the GDPR;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"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 or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in Clause 17 of Schedule 1;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Appendix"	the appendix to Schedule 3 setting out the Supplier's data protection obligations under this Framework Contract and each Contracts, as may be amended from time to time;
"Data Protection Legislation"	means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount of ten million pounds sterling (£10,000,000);
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Delay Payments (if applicable) and all other deductions which CCS or the Buyer is paid or payable to CCS or the Buyer under the Framework Contract or Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Framework Contract or a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Framework Contract or Contract and in respect of which the Supplier is liable to Relevant Authority, as the context requires;
"Default Management Charge"	has the meaning given to it in Clause 8.1.1 of Schedule 9;

“Delay Payments”	the amounts (if any) payable by the Supplier to CCS or a Buyer in respect of a delay in any Milestone as specified in the relevant Implementation Plan;
“Deliverables”	as the context requires: (a) Goods and/or Services that may be ordered under the Contract, including Documentation, and shall include Catalogue Items (with and without Options) and Non Catalogue Items within each of the Categories in the Tail Spend Solution, and (b) the Framework Services under the Framework Contract;
“Deliverables Information”	has the meaning set out in Clause 22 of Schedule 2;
“Delivery”	delivery of: (a) the relevant Deliverables or Milestone in accordance with the terms of the Framework Contract or the Contract (and each Order), or (b) where Schedule 15 (Implementation, Testing & Framework Services) is used by CCS or the Buyer, the issue of a Satisfaction Certificate, and “Deliver” and “Delivered” shall be construed accordingly;
“Delivery Date”	that date by which the Deliverables must be delivered to the Buyer or to be made ready for collection by the Buyer, as specified in the Order;
“Disclosing Party”	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clauses 1 to 7 (inclusive) of Schedule 3 of the Framework Contract;
“Dispute”	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Framework Contract or the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Framework Contract or the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
“Dispute Resolution Procedure”	the process for resolving Disputes as set out in Clause 26 of Schedule 2;
“Documentation”	descriptions of the Deliverables, technical specification, service levels, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Framework Contract or a Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by CCS or the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; (b) is required by the Supplier in order to provide the Deliverables; and/or

	(c) has been or shall be generated for the purpose of providing the Deliverables;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
“DPA 2018”	the Data Protection Act 2018;
“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Relevant Authority prior to the Start Date;
“Effective Date”	the date agreed between the Buyer and Supplier as confirmed in the Contract aligned to its Start Date;
“EIR”	the Environmental Information Regulations 2004;
“Electronic Invoice”	an invoice which has been issued, transmitted and received in a structures electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes publishes in Commission Implementing Decision (EU) 2017/1870;
“End Date”	the earlier of: (a) the Expiry Date (as may be extended); or (b) if the Framework Contract or a Contract is terminated before the date in (a) above, the date of termination of the Framework Contract or Contract;
“Environmental Policy”	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of CCS or the Buyer;
“Estimated Yearly Charges”	for the purposes of calculating each Party’s annual liability under Clause 17.2: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year of the Call-Off Contract; or (c) after the end of the Call-Off Contract, the Charges paid or payable in the last Contract Year during the Call-Off Contract;

“Estimated Year 1 Charges”	the anticipated Charges payable by the Buyer in the first Contract Year specified in the Order;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Plan”	the document set out in Schedule 18;
“Expiry Date”	the expiry date of a Framework Contract or a Contract, as context dictates;
“Existing IPR”	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Framework Contract or Contract (whether prior to the Start Date or otherwise) and Existing IPR shall, in the case of CCS, include the website domain name: www.crowncommercial.gov.uk ;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Contract or the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain or any failure or delay caused by a lack of funds;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Framework Contract”	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 of the Regulations, as detailed at the front of this document, including all Schedules, for the provision of the Deliverables to CCS and Buyers by the Supplier pursuant to the Contract Notice;
“Framework Services”	has the meaning given in Part C of Schedule 15;
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“General Anti-Abuse Rule”	(a) the legislation in Part 5 of the Finance Act 2013; and

	(b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid national insurance contributions;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Goods”	the goods made available by the Supplier to Buyers to purchase, as specified in Schedule 5 (Specification) via the Tail Spend Solution and in relation to the Contract as specified in each Order;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Government”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Government Data”	data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any CCS or Buyer Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or (c) any Personal Data for which CCS or the Buyer is the Data Controller; or (d) all Buyer Registration Process data submitted by Buyers into the Tail Spend Solution, including a full auditable history of any and all transactions conducted via the Tail Spend Solution during the Contract Period;
“Guarantor”	the person (if any) who has entered into a guarantee in the form set out in Schedule 12;
“Guidance”	any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Deliverables, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by CCS and/or have been published and/or notified to the Supplier by the Department of Health, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency the European Commission, the Care Quality Commission and/or any other regulator or competent body;

“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“HM Government Cyber Essentials Scheme”	the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“HMRC”	Her Majesty’s Revenue and Customs;
“ICT Policy”	the CCS’ or Buyer’s policy in respect of information and communications technology, referred to in the Framework Contract or Contract (or Order) which is in force as at the applicable Start Date (a copy of which has been supplied to the Supplier) as may be updated from time to time;
“Impact Assessment”	an assessment of the impact of a Variation request by CCS completed in good faith, including: a) details of the impact of the proposed variation on the Deliverables and the Supplier’s ability to meet its other obligations under the Framework Contract; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Supplier Fee, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the variation; and e) such other information as CCS may reasonably request in (or in response to) the Variation request;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
“Information Commissioner”	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	with respect to any person, means: (a) that person suspends, or threatens to suspend, payment, of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debt within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a

	proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
“Intellectual Property Rights” or “IPR”	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registerable or otherwise), Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

	c) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;
“IPR Claim”	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under this Framework Contract or any Contract;
“IR35”	the off-payroll rules requiring individuals who work through their company pay the same Tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
“Key Staff”	the individuals (if any) listed in paragraph 7 of Part C of Schedule 15;
“Key Provisions”	the key provisions set out in Schedule 1;
“Key Sub-contract”	each Sub-contract with a Key Subcontractor;
“Key Subcontractor”	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Framework Contract; and the Supplier shall list all such Key Subcontractors in Clause 15 of Schedule 1;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the Start Date;
“Law”	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	the Law Enforcement Directive (Directive (EU) 2016/680);
“Losses”	all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty,

	misrepresentation or otherwise and “Loss” shall be construed accordingly;
“Management Charge”	the sum specified in the Clause 8.1 of Schedule 1 payable by the Supplier to CCS in accordance with Schedule 9;
“Management Information” or “MI”	the management information specified as such in Schedule 5 (Specification) or described as such in Schedule 9 including as set out in the MI Reporting Template and specified by Buyer in the Tail Spend Solution;
"Marketing Contact"	shall be the person identified in Clause 5 of Schedule 1;
“MI Default”	when two (2) MI Reports are not provided in any rolling six (6) Month period;
“MI Failure”	when an MI Report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI Reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
“MI Report”	a report containing Management Information submitted to CCS in accordance with Schedule 9;
“MI Reporting Template”	the form of report set out in the Annex to Schedule 9 setting out the information the Supplier is required to supply to CCS;
"Modern Slavery Helpline"	the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700;
“Month”	a calendar month and “Monthly” shall be interpreted accordingly;
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR”	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of (i) providing the Framework Services, and/or (ii) for the purposes of the Contract, and updates and amendments of these items including (but not limited to) database schema and (ii) the Contract ; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
“Non Catalogue Item”	any Deliverable which is:

	a) not shown as a Catalogue Item (with or without Options) but falls within the broad description of Deliverables; or b) a Catalogue Item (with or without Options) which requires customisation; which a Buyer may Order from the Supplier during the Contract Period;
“Occasion of Tax Non-Compliance”	where: a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
“Optional Extension Period”	such period or periods beyond which the applicable Contract Period may be extended as specified in the Framework Contract or Contract;
“Options”	the choices regarding: a) the customisation of Catalogue Items; b) other options made available to Buyers upon request by submitting an RFQ via the Tail Spend Solution, regarding the Deliverables, as may be agreed with the Supplier via the Tail Spend Solution; and c) any options relating to Delivery;
“Ordering Procedure”	the procedure set out in Schedule 7 enabling Buyers to call-off Deliverables having entered into Contracts via the Tail Spend Solution under and in accordance with this Framework Contract;
“Order”	an order to purchase Deliverables submitted by the Buyer and accepted by the Supplier via the Tail Spend Solution, and “Ordered” and “Ordering” shall be construed accordingly;
“Party”	in the context of the Framework Contract, CCS or the Supplier, as appropriate and in the context of a Contract the Buyer or the Supplier. “Parties” shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Clause 9 of Schedule 1;

“Personal Data”	has the meaning given to it in the GDPR;
“Personal Data Breach”	has the meaning given to it in the GDPR;
“Policies”	the policies, rules and procedures of CCS as notified to the Supplier from time to time;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
“Processing”	has the meaning given to it in the GDPR;
“Processor”	has the meaning given to it in the GDPR;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Framework Contract or any Contract;
“Prohibited Acts”	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures

	adopted by it, including those outlined in Cyber Essentials Scheme, if applicable in the case of a Contract;
“Purchase Order Number”	a unique reference number generated by the Buyer relating to its Order for Deliverables;
“Recall”	a request by the Supplier to return Goods to the Supplier or manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
“Recipient Party”	the Party which receives or obtains directly or indirectly Confidential Information;
“Rectification Plan”	the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Schedule 13 which shall include: (a) full details of the Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Default; and (c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
“Regulations”	the Public Contract Regulations 2015 and/or Public Contracts (Scotland) Regulations 2015 (as the context requires);
“Relevant Authority”	CCS or the Buyer who is party to the Contract to which the right or obligation is owed as, as the context requires;
“Relevant Authority Cause”	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Framework Contract or Contract (as the context requires) and in respect of which the Relevant Authority is liable to the Supplier;
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HM Revenue and Customs, or, if applicable, the Tax authority in the jurisdiction in which the Supplier is established;
“Replacement Deliverables”	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the End Date of the Contract, whether those deliverables are provided by the Buyer internally and/or by any third party;
“Replacement Supplier”	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is

	providing Replacement Deliverables for its own account, shall also include the Buyer;
“Request for Information”	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
“Request for Quote” or “RFQ”	a request issued by the Buyer detailing its requirements in respect of Non-Catalogue Item Deliverables issued in accordance with Schedule 7 (Ordering Procedure);
“Required Insurances”	the insurances required by Clause 13 of Schedule 1 or any additional insurances specified in an Order;
“Self-Audit Certificate”	the certificate in the form as set out in Schedule 11;
“Serious Fraud Office”	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Services”	services made available by the Supplier to Buyers to purchase, as specified in the Schedule 5 (Specification) and in relation to a Contract as specified in each Buyer’s Order;
“Sites”	any premises (including the Buyer’s Premises, the Supplier’s premises or CCS or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
“Specific Change in Law”	a Change in Law that relates specifically to the business of CCS and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
“Specification”	the document in Schedule 5 setting out the specification for the Deliverables as further clarified by Clause 7 of Schedule 1 (Key Provisions), as amended and/or updated during the Contract Period in accordance with this Framework Contract;
“Standards”	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 5 (Specification); c) standards detailed by the Buyer in the Order agreed between the Parties from time to time;

	d) relevant Government codes of practice and guidance applicable from time to time;
Start Date	in the case of the Framework Contract, the date specified at the front of this documents, and in the case of a Contract, the date specified in the Contract;
“Staff”	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
“Statement of Requirement”	a statement issued by the Buyer detailing its requirements in respect of Deliverables and/or Tail Spend Solution issued in accordance with the Call-Off Procedure;
“Storage Media”	the part of any device that is capable of storing and retrieving data;
“Sub-contract”	any contract or agreement (or proposed contract or agreement), other than a Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-contract and the servants or agents of that person;
“Subcontractor Fee”	the amount charged by a Vendor for fulfilling an Order;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Supplier related to this Framework Contract or any Contract;
“Supplier”	the person, firm or company identified in the first page of the Framework Contract and referred to in the Order;
“Supplier Fee”	a transactional fee which the Supplier is entitled to add to the Charges and to retain in consideration for providing the Deliverables and the Tail Spend Solution and which shall be calculated in accordance with Schedule 6 (Charges);
“Supplier Non-Performance”	Where the Supplier has failed to: a) achieve a Milestone by its Milestone Date; b) provide the Deliverables in accordance with the Order; and/or c) comply with an obligation under the Framework Contract or a Contract;
“Supplier Order Number”	the unique reference number issued to the Buyer when placing an Order but the issue of which does not signify the acceptance by the Supplier of that Order;

“Supplier Review Meetings”	has the meaning given to it in Clauses 13.8 of Schedule 2;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under the Framework Contract or a Contract;
“Supplier Code of Conduct”	the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
“Tail Spend Solution”	the platform, site or system to be provided by the Supplier under this Framework Contract, as part of the Framework Services, by means of which Buyers will access it by completing a Buyer Registration Procedure, then the Buyer’s Authorised Users can access and view Goods and Services, pricing and obtain quotes via it, from Vendors and enable Authorised Users to place Orders for Deliverables and arrange Delivery under and in accordance with the Contract;
“Tax”	(a) all forms of taxation whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
“Tender Response”	the Supplier’s tender response to CCS’ procurement exercise for the award of this Framework Contract as set out in Schedule 19 (Framework Tender);
“Termination Assistance Period”	such period within which the Supplier must perform the activities set out in the Exit Plan, all associated services and all reasonable assistance requested by the Buyer and/or CCS to achieve the orderly transfer of responsibility for the conduct of the Deliverables to the Buyer, CCS and/or a Replacement Supplier;
“Termination Notice”	a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Contract on a specified date and setting out the grounds for termination;
“Tests”	any test or tests required to be carried out pursuant to the Framework Contract or a Contract as set out in the Test Plan or elsewhere in a Contract and “Tested” and “Testing” shall be construed accordingly;

“Test Issue”	any variance or non-conformity of the Deliverables from their requirements as set out in the Framework Contract or a Contract;
“Test Plan”	a plan: (a) for the Testing of the Deliverables, and/or (b) setting out other agreed criteria related to the achievement of Milestones;
“Transparency Information”	the information relating to the Deliverables and the content and performance of the Framework Contract and the Contracts which the Supplier is required to provide to CCS and/or the Buyer, including any changes to this Framework Contract or any Contract agreed from time to time, except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by CCS or the Buyer (as applicable); and (b) Commercially Sensitive Information;
“User Terms”	the terms of use applicable to all Buyer’s Authorised Users who access and purchase Deliverables from the Tail Spend Solution which are available at: Insert link ;
“Variation”	any change to a Contract;
“Variation Form”	the form set out in Schedule 8;
“Variation Procedure”	the procedure set out in Clause 24 of Schedule 2;
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax;
“Vendor”	the Supplier and/or any a Subcontractor who provides Buyers with Deliverables under the Framework Contract, Contract and each Order under each Contract, as applicable via the Tail Spend Solution;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the services;
“Working Day”	any day other than a Saturday or Sunday or public holiday in England and Wales, unless specified otherwise by the Parties in the Order.
“Work Days”	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
“Work Hours”	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier’s offices, or to and from the Sites) but excluding lunch breaks.

2. In this Framework Contract and each Contract, unless the context otherwise requires:

- 2.1 the singular includes the plural and vice versa;
- 2.2 reference to a gender includes all genders and neuter;
- 2.3 references to a person includes an individual, company, body corporate, corporation, unincorporated associated, firm, partnership or other legal entity or Central Government Body;
- 2.4 references to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.5 the words “including”, “other”, “in particular”, “for example” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- 2.6 references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 2.7 references to “representations” shall be construed as references to present facts; as “warranties” as references to present and future facts; and to “undertakings” as references to obligations under the Framework Contract or Contract;
- 2.8 references to “Clauses” and Schedules are, unless the context provided, references to the clauses and schedules of this Framework Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule in which the references appear;
- 2.9 references to “Paragraphs” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 2.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 2.11 headings in this Framework Contract and each Contract are for ease of reference only and shall not affect the interpretation or construction of this Framework Contract or the Contract;
- 2.12 all written and oral communications and all written material referred to under this Framework Contract and each Contract shall be in English;
- 2.13 in entering into this Framework Contract CCS is acting as part of the Crown;
- 2.14 any reference in the Framework Contract or a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU Reference as they form part of domestic law by virtue of section 3 of the

European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. With regard to all Framework Services, unless set out in Schedule 6 (Charges) as a chargeable item, the Supplier shall bear the cost of complying with its obligations under this Framework Contract.

Schedule 5

Specification

[To be inserted as part of the final Framework Contract]

Schedule 6

Charges

1 **Definitions**

The following definitions are supplemental to those in Schedule 4:

“Initial Period”	the first 2 years of the Contract Period of the Framework Contract ending on the day before the second anniversary of the Start Date;
“Review Date”	the second anniversary of the Start Date and each subsequent anniversary;

2 **Charges**

- 2.1 The following Charges shall be invoiced or charges to Buyers for Deliverables supplied:

2.1.1 the Deliverable Charge which consists of: (a) the Subcontractor Fee, and (b) the Supplier Fee.

3 **Supplier Fee**

What the Supplier Fee covers

- 3.1 The Supplier Fee shall include all the Supplier's costs for providing and operating the Tail Spend Solution during the applicable Contract Period (such costs to include investment costs, implementation costs, account management, promotional and marketing costs, provision of service support to Buyers, licence fees, the Management Charge and any other fees and costs that the Supplier will incur) together with the Supplier's intended profit. The Supplier acknowledges that unless set out in this Framework Contract, there is no additional mechanism to charge CCS any additional fees or costs for the provision of the Deliverables under this Framework Contract.
- 3.2 The Supplier shall not charge the Subcontractors any fees such as a registration or set up fee to use the Tail Spend Solution.
- 3.3 The Supplier shall not charge any Buyer any registration fee or set up fee, or any additional fees as part of the Call-Off Procedure, to use the Tail Spend Solution.

How the Supplier Fee is calculated and applied

- 3.4 The Supplier Fee applicable to each Order and to be included in any Charges shall:
- 3.4.1 be calculated in accordance with Table 1; and
 - 3.4.2 be discounted, where applicable, in accordance with Table 2,
- each as set out in Annex 1 of this Schedule 6.
- 3.5 The Supplier Fee shall be included in all prices displayed or provided to Buyers on the Tail Spend Solution.

4 Adjustments to the Supplier Fee

- 4.1 The Supplier may make a request at any time to decrease the Supplier Fee.
- 4.2 The Supplier can only request an adjustment to the Supplier Fee in the following circumstances:
- 4.2.1 at the first Review Date if the total Buyer spend invoiced for the Initial Period is less than seven million and five hundred thousand GBP (£7,500,000);
 - 4.2.2 to take effect at any Review Date subsequent to the first Review Date; or
 - 4.2.3 at any time further to any changes made in accordance with Clause 21 (Changing the Contract) of Schedule 2 in relation to which the Supplier is permitted to seek an increase in the Supplier Fee,
- and in the case of an adjustment under Paragraph 4.2.1 or 4.2.2, subject to Paragraph 4.3 below and only in accordance with changes to the Consumer Price Index ("CPI") as described in Paragraph 4.5 below.
- 4.3 If, at any time during the Initial Period, the overall value of the Deliverables purchased exceeds seven million and five hundred thousand GBP (£7,500,000), then, for the remainder of the Contract Period, except where a change is requested under Paragraph 4.2.3, the Supplier shall not be permitted to request an adjustment to the Supplier Fee.
- 4.4 The Supplier Fee shall not be adjusted automatically under any circumstances and any request for an adjustment in accordance with this Paragraph 4 must be made three (3) months in advance of the date on which the adjustment shall take effect. If the Supplier wishes to request an adjustment to the Supplier Fee in accordance with:

- 4.4.1 Paragraph 4.2.1, the Supplier must make such request on the Review Date and any applicable increase in the Supplier Fee shall take effect 3 Months after the Review Date; or
 - 4.4.2 Paragraph 4.2.2, the Supplier must make such request 3 Months prior to the relevant Review Date,

and if the Supplier fails to respect the relevant time period for making such requests, it shall not be permitted to request any adjustment to the Supplier Fee until the 3 Months before the next Review Date.
- 4.5 Any change to the Supplier Fee requested by the Supplier under Paragraph 4.2.1 or 4.2.2 shall be made in accordance with changes in the CPI as described in Paragraphs 4.5.1 to 4.5.3. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier. Movements in the CPI shall be reflected in the relevant adjustment to the Supplier Fee as follows:
 - 4.5.1 the CPI shall be baselined on the Start Date;
 - 4.5.2 the percentage movement of the CPI from the position on the Start Date to the first Review Date for which the Supplier has requested an increase in the Supplier Fee shall determine the adjustment to the Supplier Fee;
 - 4.5.3 the Supplier Fee shall then be indexed on each subsequent Review Date where the Supplier seeks an adjustment to reflect the percentage change in the CPI since the previous change.
- 4.6 Where the CPI used to carry out any calculation in respect of an adjustment to the Supplier Fee is:
 - 4.6.1 updated (for example due to it being provisional) then the relevant calculation shall also be updated unless CCS and the Supplier agree otherwise; and
 - 4.6.2 is no longer published, CCS and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

Annex 1

1. Supplier Fee

The Supplier Fee to be applied to each Charge is as follows:

Table 1

Buyer Spend Levels (including the Supplier Fee)	Buyer Payment Method	Supplier fee %
Supplier Fee to be added to any Charge (invoice value) up to £7,500,000.00	Purchasing Card	[] %
	Invoice Payment	[] %
	ERP Payment System	[] %
Supplier Fee to be applied to any Charge (invoice value) from £7,500,000.01 up to £32,500,000.00	Purchasing Card	[] %
	Invoice Payment	[] %
	ERP Payment System	[] %
Supplier Fee to be applied to any Charge (invoice value) from £32,500,000.01 up to £60,000,000.00	Purchasing Card	[] %
	Invoice Payment	[] %
	ERP Payment System	[] %
Supplier Fee to be applied to any Charge (invoice value) from £60,000,000.01 up to £90,000,000.00	Purchasing Card	[] %
	Invoice Payment	[] %
	ERP Payment System	[] %

2. Supplier Fee Discounts

The Supplier Fee will be discounted by the figure below when cumulative spend by Buyers (including the Supplier Fee) exceeds CCS' forecasted values. Discount per cent (%) would be deducted from all Supplier Fees (i.e. each payment method);

Table 2

Cumulative Spend	Percentage by which the Supplier Fee will be discounted %
Discount to be applied to any spend (including Deliverables sales from the Supplier acting as a Vendor) when cumulative spend in respect of Subcontractor Fee (invoice value) exceeds £90,000,000.00	[] %
Discount to be applied to any spend (including Deliverables sales from the Supplier acting as a Vendor) when cumulative spend in respect of Subcontractor Fee (invoice value) exceeds £150,000,000.00	[] %

Schedule 7

CALL-OFF AND ORDERING PROCEDURE

[Guidance: Amendments may be necessary to reflect the successful bidder's solution although the risk profile of the Buyer must not change.]

1. CALL-OFF PROCEDURE

This Schedule 7 sets out both the Call-Off Procedure and the Ordering procedure to be used by potential Buyers if they decide to source Deliverables via the Tail Spend Solution through:

1.1.1 this Framework Contract; or

1.1.2 where a Further Competition Procedure is undertaken between the Supplier of this Framework Contract and the supplier of the second framework contract awarded by CCS under RM6202 Tail Spend Solution procurement ("**Second Supplier**"), under that framework contract,

then the potential Buyer will award the Contract in accordance with the procedures set out in this Schedule (which are mirrored in the second supplier's framework contract schedule 7) and the requirements of the Regulations.

How a direct award of a Contract is made and awarded

1.2 If a potential Buyer decides to source Deliverables through a Contract under this Framework Contract and it can determine that:

1.2.1 its Deliverables can be met by the Supplier's description of the Deliverables and the Tail Spend Solution as set out in Schedule 5 (Specification) and Schedule 19 (Framework Tender); and

1.2.2 all the terms of the proposed Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions,

then the Buyer may make the award the Contract in accordance with the direct award procedure set out in this Paragraph 1.2.3 below.

1.2.3 A potential Buyer may award a Contract under this Framework Contract without holding a further competition by:

- (a) developing a clear Statement of Requirements;
- (b) apply the direct award criteria in Annex A below to the Supplier/supplier's description of the Deliverables and the Tail Spend Solution (as set out in Schedule 5 (Specification) and Schedule 19 (Framework Tender)) for those capable of meeting the Statement of Requirements to establish whether which provides the most economically advantageous solution (MEAT); and
- (c) on the basis of the above, award the Contract to the successful Supplier in accordance with Paragraph 5 below.

How a further competition works and the Contract awarded

1.3 If all the terms of the Contract are not laid down in this Framework Contract and the potential Buyer wishes to conduct a Further Competition Procedure between the Supplier of this Framework Contract and the Second Supplier, and the potential Buyer:

1.3.1 requires the Supplier to provide specific proposals to the supply the Deliverables; and/or

1.3.2 needs to amend the terms of the template Contract to reflect its requirements regarding the Deliverables and/or the specifics of the Tail Spend Solution to the extent permitted by and in accordance with the Regulations,

then the Buyer may award a Contract in accordance with the Further Competition Procedure set out in Paragraph 1.3.3 below.

1.3.3 The potential Buyer must invite both the Supplier of this Framework Contract and the Second Supplier to the Further Competition Procedure and shall:

- (a) develop a Statement of Requirements setting out its requirements for the Tail Spend Solution and associated Deliverables;
- (b) amend the terms of the template Contract to reflect its requirements regarding the Deliverables and/or the Tail Spend Solution, to the extent permitted by and in accordance with the Regulations;
- (c) invite tenders by conducting a Further Competition Procedure for the Tail Spend Solution and its Deliverables, and in particular:
 - (i) invite the Supplier of this Framework Contract and the Second Supplier to submit a tender in writing responding to each Buyer requirements set out in its invitation to tender;
 - (ii) set a time limit for receipt of tenders, taking into account the complexity of the subject matter and time needed to submit the tenders and keep each tender confidential until the time limit set for their return has expired;
 - (iii) applying the further competition award criteria in Annex B below to each tender submitted and award the Contract to the successful Supplier on the basis of that criteria; and
 - (iv) on the basis of Paragraph 5 below, award of the Contract shall be notified to the Supplier and Second Supplier in writing.
- (d) ensure that the Contract entered into will:
 - (i) state the:
 - specifics of the Deliverables and Tail Spend Solution agreed, as appropriate;
 - any Charges applicable;
 - the tender submitted by the successful Supplier; and
 - (ii) incorporate the amended terms agreed and applicable to the Deliverables and/or Tail Spend Solution; and

- (e) provide the unsuccessful supplier with written feedback as to the reasons why their tender was not successful.

2. What the Supplier has to do

2.1 In accordance with the Further Competition Procedure set out in 1.3 above, the Supplier shall, in writing and by the date and time specified in the Buyer's invitation to tender, provide:

2.1.1 a written statement to the effect that it does not wish to tender in relation to the Tail Spend Solution and its Deliverables (a copy of which shall also be sent to CCS);

2.1.2 full details of its tender submitted in response to the Buyer's Statement of Requirements, which should as a minimum include:

- (a) an email response subject line to comprise of the unique reference number and Supplier's name who is responding to the invitation to tender;
- (b) a brief summary stating that the Supplier is bidding for the Statement of Requirements;
- (c) a proposal aligned to the Statement of Requirements covering the specifics of the Tail Spend Solution and associated Deliverables; and
- (d) CVs of Key Staff – as a minimum any lead consultant (with others) as considered appropriate along with the required Supplier Staff levels, if required.

2.2 The Supplier shall ensure that all prices submitted as part of the Further Competition Procedure shall be based on or no greater than those set out in Schedule 6 (Charges) and take into account the Buyer's stated payment method.

2.3 The Supplier agreed that:

2.3.1 all tenders it submits under any Further Competition Procedure:

- (a) shall be in accordance with Paragraph 1.3 above and the tender shall remain open for ninety (90) Working Days (or such other period as specified in the Buyer's invitation to tender, in accordance with the Call-Off Procedure;
- (b) are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate with any person other than the person inviting the tenders that amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

3. No requirement to award and who is responsible for the award

3.1 Notwithstanding the fact that the Buyer has followed a procedure set out in Paragraph 1.2 or 1.3 above, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Tail Spend Solution and associated

Deliverables and that nothing in this Framework Contract shall oblige the Buyer to award any Contract.

- 3.2 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Contracts under this Framework Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer in relation to:

3.2.2 the conduct of the Buyer in relation to this Framework Contract; or

3.2.2 the performance or non-performance of any Contract between the Supplier and Buyer entered into pursuant to this Framework Contract.

4.

5. Request For Quote

- 5.1 The Buyer may submit a Request for Quote (RFQ) via the Tail Spend Solution where the Deliverables sought do not appear to be part of the Tail Spend Solution offering and request that the Supplier provide a quote for those deliverables. Upon receipt of an RFQ the Supplier shall consult its Vendors and supply chain, and respond to the RFQ in writing within the time limits set out therein.

6. Ordering Procedure

Background

- 6.1 To use the Tail Spend Solution, following conclusion of the award of the Contract, the Buyer must register as a “Buyer” within the Tail Spend Solution using the online or offline registration process, as appropriate [\[insert link\]](#). As part of this Buyer Registration Process, the Buyer must provide (amongst other thing) details of those within its organisation who will be authorised to submit Orders to purchase Deliverables from the Tail Spend Solution (“**Authorised Users**”) and indicate whether there are any spend caps or limitations placed on that authorisation.
- 6.2 Each time the Buyer wishes to place an order, it should check the latest version of the User Terms displayed on the Tail Spend Solution to ensure an understanding of the terms and conditions which will apply at the time. The Supplier shall indicate at the top of the User Terms when they were last updated and shall ensure that there are no hyperlinks or information relating to any Deliverables within the User Terms. If hyperlinks are included, they shall be deemed ineffectual and unenforceable. Any Variation of the User Terms, shall only apply to future Orders and not those already entered into between the Buyer and Supplier. In the event of any inconsistency between the User Terms and the Contract, the Contract shall prevail.
- 6.3 The Buyer may use the Buyer support service to be found on the Tail Spend Solution, for any queries it may have. This can be found at [\[insert link\(s\) once the Tail Spend Solution is created\]](#). User guides, a helpline and training materials providing assistance on how to use the Tail Spend Solution are also available together with frequently asked questions (FAQs) on the Tail Spend Solution itself. [\[This paragraph to be updated in accordance with Supplier solution and web links should be provided where relevant\]](#).

Request for Quote (RFQ) Process

- 6.4 Once the Buyer has awarded its Contract in accordance with the Call-Off Procedure:
- 6.4.1 **Catalogue Items (with or without Options)** – the Buyer may submit Orders via the Tail Spend Solution subject to Paragraph 1.2 above,

6.4.2 Non-Catalogue Items:

- (a) the Buyer must submit an RFQ via the Tail Spend Solution;
- (b) the Buyer's RFQ shall set out the details of each item sought using the RFQ process and any particular Buyer requirements;
- (c) the Supplier shall provide its written response to the Buyer's RFQ within 5 Working Days, unless a longer period has been agreed in writing by the Parties.

Ordering

- 6.5 Once the Buyer has decided upon its requirements, it may then complete and submit its Order following the onscreen prompts specifying which Deliverables (including any Options, customisation or specific requirements) it requires. The Ordering process allows checking and amending of any errors before submission.
- 6.6 It is the Buyer's responsibility to ensure that all information provided to the Supplier in any RFQ and any Order, including the description of the Goods, Services, measurements, quantities and Options, is correct. The Buyer should request assistance from the [\[insert the name of the Supplier's Buyer support and include weblink\]](#) if there are uncertainties as to the information to be provided.
- 6.7 Buyer Authorised Users shall be able to select the applicable Delivery and payment options for each Order submitted (if different from those set out as part of the Buyer Registration Process).
- 6.8 The Order (prior to acceptance by the Supplier) is an **offer** from the Buyer to purchase the Deliverables subject to and in accordance with the provisions of the Contract.
- 6.9 The Supplier shall send an email and/or provide a system alert within the Tail Spend Solution to the Buyer acknowledging receipt of the submitted Order but such email / system alert will not be acceptance of the Order. **Acceptance** of the Order shall take place when the Supplier emails the Buyer with notification of the Supplier's acceptance **together with a Supplier Order Number at which point the Contract shall come into existence**. Notification of acceptance of:
 - 6.9.1 Catalogue Items (with or without Options) must be accepted within one (1) Working Day of receipt of the relevant Order; and
 - 6.9.2 Non Catalogue Items shall be accepted within the period agreed between the Parties.
- 6.10 If the Supplier **cannot accept** an Order, it will notify the Buyer as soon as possible and no later than within 1 Working Day, stating the reason for the non-acceptance and the order shall not be processed.

7. Buyer Support, Information and Assistance

Internal Approval Processes and Buyer ERP Payment Systems Integration

- 7.1 The Supplier shall assist any potential customer organisation which requires completion of an internal approval process, a particular payment process or workflow integration set up prior to registration as a Buyer on the Tail Spend Solution. Such assistance may include advising on options that may assist with the relevant internal approval process and, where reasonable, implementing such options.

Authorised Users and User Terms

- 7.2 The Buyer:

- 7.2.1 shall ensure that only individuals it authorises and names are its Authorised Users are able to purchase Deliverables from the Tail Spend Solution;
- 7.2.2 may register an unlimited number of Authorised Users and each one shall be provided with a unique Authorised User identification and password;
- 7.2.3 shall respond as soon as practicable to any queries from the Supplier in respect of its Authorised Users;
- 7.2.4 shall and shall ensure that its Authorised Users shall comply with the User Terms accessible on the Tail Spend Solutions at: [link to be inserted]. A failure to comply with the User Terms may, the Supplier acting reasonably, lead to the suspension or prohibition of an Authorised User from use of the Tail Spend Solution;
- 7.2.5 shall be able to request the removal of any of its Authorised Users, and the Supplier shall comply with that request as soon as reasonably practicable and in any event within 1 Working Day of such request. The Supplier shall use reasonable endeavours to accommodate any urgent request by a Buyer for immediate removal of an Authorised User.

Ordering support and assistance

- 7.3 To facilitate and improve Buyer experience of the Ordering procedure, the Supplier shall provide help and support to Buyers:
 - 7.3.1 by providing timely updates on Order progress;
 - 7.3.2 through its frequently asked questions (FAQ) page in the Tail Spend Solution;
 - 7.3.3 directly by means of a telephone helpline: [insert telephone number(s)];
 - 7.3.4 by making available further training or instruction, as required, by means of [insert individual training sessions organised at Buyer's request or such other options which may be inserted once the Supplier is appointed, as this provision may then be completed to reflect its customer service and assistance provision].

Buyer complaints regarding Orders

- 7.4 If Buyers raise complaints regarding their Orders made using the Tail Spend Solution or their use of it, this shall at first instance be addressed through the [insert the name of the Supplier's complaints resolution process including weblink]. Use of this process does not affect the Buyer's rights under the Contract. The Supplier shall acknowledge all complaints within 1 Working Day of submission ("Complaint Submission") and, unless otherwise agreed with the Buyer, shall use its reasonable endeavours to resolve the complaint within 10 Working Days of Complaint Submission. Where the Buyer has received Deliverables that do not conform with the Contract, Clause 5.12 of Schedule 2 shall apply.

Unavailability

- 7.5 The Supplier shall post details, at least 2 weeks in advance of any periods during which the Tail Spend Solution will not be available due to scheduled maintenance. Buyers should check the Tail Spend Solution for any such notices when considering future requirements.

8. Awarding and creating an Exempt Call-off Contract

- 8.1 Paragraph 1 above shall not apply to an Exempt Buyer.
- 8.2 If a potential Exempt Buyer 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 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.

- 8.3 A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 1.2 (Direct Award) above as modified by Paragraph 8.4 below or through a Further Competition Procedure in accordance with Paragraph 1.3 (FCP) above as modified by Paragraph 8.5 below.
- 8.4 Notwithstanding the procedure set out in Paragraph 1.2 above, if the potential Exempt Buyer can determine that:
- (a) its Deliverables can be met by the Supplier's description of the Deliverables as set out in Schedule 1 (Specification) and within the Tail Spend Solution; and
 - (b) the Supplier will accept any required Exempt Procurement Amendments,
- then the Exempt Buyer may award an Exempt Call-off Contract to that Supplier in accordance with Paragraph 4 above.
- 8.5 If the potential Exempt Buyer requires the Supplier to customise, develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 1.3 (FCP) above as modified by this Paragraph 8.5. In that case, references to "the Regulations" in Paragraph 1.1 and 1.3 above shall be read as references to "any legal requirements applicable to that potential Exempt Buyer", and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.
- 8.6 Paragraphs 8.1 to 8.5 above are without prejudice to an Exempt Buyer'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 Buyer.
9. **Record keeping**
- 9.1 The Supplier shall keep and maintain full and accurate records of all Orders under each Contract which shall be easily accessible through the Tail Spend Solution, including each Order placed by each Authorised User under each Buyer. Such records and accounts shall include Supplier Order Number, Purchase Order Number (where applicable), a description of the Deliverables and associated Charges, and details of any Subcontractors involved.

ANNEXES

1. This following Annexes lay out the award criteria for direct awards (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

ANNEX A: DIRECT AWARD CRITERIA

The following criteria and weighting shall apply to the evaluation for the direct award of each Contract:

Criteria	Relative weighting percentage
	[Guidance: where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.]
Most economically advantageous tender: e.g. the Buyer believes that the Supplier best meets the requirements of the Buyer in line with the principles of MEAT, which may include but is not limited to: ● Product availability; ● Solution operability; ● Curation; ● Reporting functionality; ● Buyer ERP System integration; ● Sample basket pricing.	
In keeping with PPN 06/20, the Buyer should agree with the Supplier what they can and will do to help work towards the social value priorities set out in the Schedule 5 (Specification). Rather than setting targets for the Supplier, Buyers should discuss with them what would be an appropriate and proportionate commitment, assisted by the use of appropriate filtering within the solution, and this commitment will form part of the Call-Off Contract. Buyers would then evaluate the Supplier's performance against this commitment as part of ongoing contract management.	

ANNEX B: FURTHER COMPETITION AWARD CRITERIA

The following criteria and weighting shall apply to the evaluation of tenders received through the Further Competition Procedure:

Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Customer conducting the Further Competition Procedure	Allowable Variance (This may be modified by the Customer within the range below)
Quality	90%	Buyers can modify the percentage weighting to meet their requirements using a variance level of: - 40% (50% to 90%)
An example of Quality criteria may include (but not be limited to): ● Solution operability; ● Specific curation requirements; ● Approach to delivery of the Deliverables; ● Use of Supply Chain; ● Added Value / Innovation; ● Buyer ERP System integration; ● Social Value requirements.		

Price	10%	Buyers can modify the percentage weighting to meet their requirements using a variance of: + 40% (10% to 50%)
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Schedule 8

Variation Form

This form is to be used to change the Framework Contract in accordance with Clause 21 of Schedule 2.

Framework Contract Details		
This Variation is between:	The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (" CCS ") And [insert name of Supplier] (" the Supplier ")	
Framework Contract name:	[insert name of contract to be changed] (" the Framework Contract ")	
Framework Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation including potential impact of not implementing the proposed variation and any known dependencies or constraints:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Framework Contract Variation:	This Framework Contract detailed above is varied as follows: [CCS to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial Variation:	Original Framework Value:	£ [insert amount]
	Additional cost due to Variation:	£ [insert amount]
	New Framework value:	£ [insert amount]

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

Signed by an authorised signatory for and on behalf of CCS

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Schedule 9

Management Charges and Information

1 How to provide Management Information to CCS

- 1.1 The Supplier 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.
- 1.2 The initial MI Reporting Template is set out in the Annex to this Schedule 9 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 30 days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.
- 1.3 The Supplier shall also provide detailed information to CCS on a quarterly basis, in accordance with Schedule 5 (Specification) Paragraph 19, including but not limited to:
- A benchmarking report on the 50 top selling Deliverables
 - details of Buyer Feedback received relating to usage of the Tail Spend Solution;
 - Buyer report;
 - Vendor registration report;
 - details regarding Prompt Payment to Vendors;
 - a breakdown of the calculation of Charges, Delivery performance, top 50 Vendors receiving highest value Orders, number of RFQs produced and RFQs resulting in Buyer Orders;
 - new Deliverables added to the Tail Spend Solution;
 - details of the amount of sales of own brand Deliverables and their value; and
 - percentage of Buyer enquiries, issues and complaints addressed within and outwith target timescales.

2 Reporting period

- 2.1 MI Reports must be completed and returned to CCS by the fifth Working Day of every Month during the Contract Period of the Framework Contract and thereafter until all transactions relating to 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.
- 2.2 In an MI Report, the Supplier 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 Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

- 2.3 Paragraph 1.3 reports shall be provided to CCS quarterly and no later than one (1) week prior to a Quarterly Business Review.

3 Submitting the information

- 3.1 MI Reports shall be completed electronically and uploaded to CCS' data submission service available at <https://www.reportmi.crowncommercial.gov.uk/>.
- 3.2 MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
- 3.3 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.4 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
- 3.5 The Supplier shall:
- (a) promptly after the Start Date of the Framework Contract 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;
 - (b) promptly after the Start Date of the Framework Contract provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
 - (c) immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4 of Schedule 9.

4 How CCS can use the Management Information

- 4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to:
- (a) use and to share with any Buyer, other Contracting Authority and Central Government Bodies; and/or
 - (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),
 - (c) any Management Information supplied to CCS for CCS' normal operational activities including administering this Framework Contract and/or all Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

- 4.3 Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

5 Paying the Management Charge

- 5.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.
- 5.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule 9) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

6 What happens if the Management Charge is not paid?

- 6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
- (a) issuing the Supplier with reminders that an invoice payment is due and/or overdue;
 - (b) charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - (c) suspending the Supplier from the Framework Contract until such time that overdue invoices are paid; and/or
 - (d) terminating this Framework Contract.

7 What happens if the Management Information is wrong?

- 7.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier 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.
- 7.2 Following an MI Failure, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than 5 Working Days following receipt of any such reminder.

Meetings

- 7.3 The Supplier 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 Supplier 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

- 7.4 If, in any rolling 3 Month period, 2 or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Framework Contract.
- 8. What happens if Management Information Reports are not provided?**
- 8.1 If 2 MI Reports are not provided in any rolling 6 Month period then an MI Default shall be deemed to have occurred and CCS shall be entitled to:
- (a) charge and the Supplier 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(a)** of Schedule 9 (the “**Default Management Charge**”); and/or
 - (b) suspend the Supplier from the agreement until such time that deficient MI Reports(s) are rectified; and/or
 - (c) terminate this Framework Contract.
- 8.2 The Default Management Charge shall be the higher of:
- (a) the average Management Charge paid or payable by the Supplier in the previous 6 Month period or, if the MI Default occurred within less than 6 Months from the Start Date of the first Contract, in the whole period preceding the date on which the MI Default occurred; or
 - (b) the sum of five hundred pounds sterling (£500).
- 8.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
- (a) the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
 - (b) the Supplier 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



Schedule 10

Financial Difficulties

2. Definitions

- 1.1 In this Schedule 10, the following words shall have the following meanings and they shall supplement Schedule 4:

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 of Schedule 10;
"Financial Distress Event"	the occurrence or one or more of the following events: (a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; (b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; (d) Monitored Company committing a material breach of covenant to its lenders; (e) a Key Subcontractor or Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or (f) any of the following: (i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; (ii) non-payment by the Monitored Company of any financial indebtedness; (iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or (iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of this Framework Contract or any Contract and delivery of the Deliverables in accordance with any Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Framework Contract and each

	Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier [the Guarantor or any Key Subcontractor]; and
"Rating Agencies"	the rating agencies listed in Annex 1 of Schedule 10.

2 When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule 10 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule 10 shall survive until the later of (a) the End Date of the Framework Contract or (b) the latest End Date of any Contract (which might be after the date of termination or expiry of the Framework Contract).

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2 of Schedule 10.
- 3.2 The Supplier shall promptly (and in any event within 5 Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|---|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Business Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored Company; and |
| D | is the value at the relevant date of the current liabilities of the Monitored Company. |

- 3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.
- 4. What happens if there is a financial distress event
 - 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraph 4.2 to 4.5 of Schedule 10.
 - 4.2 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.2.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with this Framework Contract and each Contract; and
 - 4.2.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 of Schedule 10) that the Financial Distress Event could impact on the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with each Contract:
 - (i) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (ii) provide such financial information relating to the Monitored Company as CCS may reasonably require.
 - 4.3 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within 5 Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

- 4.4 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.5 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.5.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with this Framework Contract and each Contract;
 - 4.5.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1 of Schedule 10, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraph 4.4 and 4.5 of Schedule 10 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.5.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.6 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.5 of Schedule 10.
- 4.7 CCS shall be able to share any information it receives from the Supplier in accordance with this Clause with any Buyer who has entered into a Contract with the Supplier.
5. When CCS or a Buyer can terminate for financial distress
- 5.1 CCS shall be entitled to terminate this Framework Contract and Buyers shall be entitled to terminate their Contracts for material Default if:
- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4 of Schedule 10;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5 of Schedule 10; and/or
 - 5.13 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3 of Schedule 10.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5 of Schedule 10, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraph 4.3 to 4.6 of Schedule 10; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.2.2(b) of Schedule 10.

Annex 1: Rating Agencies

DUN & Bradstreet ("D&B")

Annex 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
[Supplier]	[D&B Credit Rating]
[Guarantor]	[D&B Credit Rating]
[Key Subcontractor]	[D&B Credit Rating]

Schedule 11

Self Audit Certificate

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

In accordance with Clauses 25 (Records retention and right of audit) of the Framework Contract **Framework Ref: RM 6202** entered into on **[Insert Start Date dd/mm/yyyy]** between **[Insert Supplier name]** and CCS, we confirm the following:

1. In our opinion based on the testing undertaken **[Insert Supplier name]** is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 100 or 15% (whichever is the lesser) of all 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 100 or 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:.....

Schedule 12

Guarantee

1. Definitions

- 1.1 In this Schedule 12, the following words shall have the following meanings and shall supplement Schedule 4:

“Guarantee” a deed of guarantee in favour of CCS and all Buyers, in the form set out in the Annex to this Schedule 12; and

“Guarantor” the person (if any) who is acceptable to CCS and has entered into a guarantee in the form set out in this Schedule 12 (Guarantee) in relation to this Framework Contract.

2. Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon receipt of a valid Guarantee, then on or prior to the execution of the Framework Contract, as a condition for the award of the Framework Contract, [or where no Guarantee is required before the Start Date of the Framework Contract, CCS may require one to be provided at any time during the Contract Period], the Supplier must have delivered to CCS:

2.1.1 an executed Guarantee from a Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

- 2.2 If the Supplier fails to deliver the documents as required by Clauses 2.1.1 and 2.1.2 of Schedule 12 above within 30 days of request then CCS shall be entitled to terminate this Framework Contract without liability and all Buyers shall be entitled to terminate their Contracts without liability.

- 2.3 Where CCS has procured a Guarantee from the Supplier pursuant to Clause 2.1 Schedule 12 CCS may terminate this Framework Contract by issuing a Termination Notice to the Supplier where:

2.3.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.3.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.3.3 an Insolvency Event occurs in respect of the Guarantor;

2.3.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.3.5 the Supplier fails to provide the documentation required by Clause 2.1 of Schedule 12 by the date so specified by CCS,

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to CCS.

- 2.4 Notwithstanding Clause 35.8 of Schedule 2, this Schedule 12 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.

Annex 1 – Form of Guarantee

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

- | | |
|-------------------|---|
| ["Authority" | has the meaning given to it or to "CCS" as applicable in the Framework Contract;] |
| ["Beneficiary(s)" | means CCS and all Buyers under all Contracts and "Beneficiaries" shall be construed accordingly;] |
| ["Contract" | has the meaning given to it in the Framework Contract;] |

["Deliverables" has the meaning given to it in the Framework Contract;]

["Framework Contract" means the Framework Contract for the Deliverables dated on or about the date hereof made between CCS and the Supplier;]

["Guaranteed Agreement(s)" means [the Framework Contract and all Contracts] made between a Beneficiary and the Supplier from time to time;]

["Guaranteed Obligations" means all obligations and liabilities of the Supplier to a Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to that Guaranteed Agreement;]

1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.
3. OBLIGATION TO ENTER INTO A NEW CONTRACT
- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.
4. DEMANDS AND NOTICES
- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Business Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the next Business Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.
6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;

- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

- 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;

- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

- 8.1.5 claim any set off or counterclaim against the Supplier;

- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
 - 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.
10. PAYMENTS AND SET-OFF
- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
 - 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
 - 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.
11. GUARANTOR'S ACKNOWLEDGEMENT

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

- 14.1 Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

- 15.1 This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

- 16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Schedule 13
Rectification Plan

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

Reasons for Rejection (if applicable)	[add reasons]		
Signed by CCS		Date:	

Schedule 14

Supply Chain Visibility

1. **Definitions**

- 1.1 In this Schedule 14, the following words shall have the following meanings and they shall supplement Schedule 4:

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 14; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. **Visibility of Sub-Contract Opportunities in the Supply Chain**

- 2.1 The Supplier shall:
- 2.1.1 subject to Paragraph 2.3 of this Schedule 14, advertise on Contracts Finder:
- (a) all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period; and
 - (b) on a regular basis, the opportunity to register as a Subcontractor;
- 2.1.2 further to Paragraph 2.1.1(a), within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 of this Schedule 14 to CCS in the format and frequency as reasonably specified by CCS; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to in Paragraph 2.1.1 of this Schedule 14 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 of this Schedule 14 shall only apply in respect of Sub-Contract opportunities arising after the Start Date.

- 2.4 Notwithstanding Paragraph 2.1 of this Schedule 14, CCS may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. **Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Framework Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to CCS which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Framework Contract;
 - (b) the total value of sub-contracted revenues under the Framework Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by CCS from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) to (c) of this Schedule 14 and acknowledges that the template may be changed from time to time (including the data required and/or format) by CCS issuing a replacement version. CCS agrees to give at least 30 days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of CCS.

Annex 1

Supply Chain Information Report Template



Supply Chain Information
Report templat

Schedule 15

Implementation Plan, Testing and Framework Services

Part A - Implementation

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	2 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Manager"	3 has the meaning given in paragraph 2.1 of this Part A of this Schedule 15;
"Implementation Period"	4 a period of three (3) Months from the Start Date;
"Milestone"	5 an event or task described in the Implementation Plan; and
"Milestone Date"	6 the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved.

2. Implementation Manager

- 2.1 The Supplier shall appoint a suitably skilled and experienced implementation team with an appropriately qualified manager ("Implementation Manager") and provide CCS with the name of the Implementation Manager within 5 Working Days after the Start Date. The Implementation Manager shall be responsible for ensuring that the Implementation Period is planned and resourced adequately, and will act as a point of contact for CCS.

3. Agreeing and following the Implementation

- 3.1 The Supplier shall provide a draft Implementation Plan to CCS for its initial review within 8 Working Days after the Start Date. Such draft Implementation Plan shall comply with Paragraph 3.2 below.
- 3.2 The draft Implementation Plan must contain information at the level of detail necessary to manage the implementation stage effectively and as CCS may otherwise require taking into account the length of the Implementation Period and all dependencies known to, or which should reasonably be known to, the Supplier and include:
- 3.2.1 configuration of the Tail Spend Solution (including branding, on-boarding of Buyers (through the Buyer Registration Process) and Vendor registration);
 - 3.2.2 integration with CCS's strategic Identity Access Management (IDAM) service to access the Tail Spend Solution portal;

- 3.2.3 Testing the digital Service with CCS and Buyers (and/or Contracting Authority) representatives;
 - 3.2.4 UAT (User Acceptance Testing) testing;
 - 3.2.5 IT Health Check;
 - 3.2.6 data security requirements;
 - 3.2.7 provision of all materials to assist Buyers in the Call-Off Procedure
 - 3.2.8 details of the Buyer Registration Process;
 - 3.2.9 details of the procedure for attracting and registering Subcontractors together with relevant timings such that this process can commence during the Implementation Period;
 - 3.2.10 provision of reports;
 - 3.2.11 details and timings of training to be provided to relevant personnel of CCS in regard to the functioning and use of the tail spend solution;
 - 3.2.12 launch and promotion of the Service to CCS' existing and potential Buyers; and
 - 3.2.13 a plan for ensuring all mandatory features and functionality which are not in the Suppliers' current version (if applicable) of the system are available prior to the Go Live of the Tail Spend Solution.
- 3.3 Following receipt of the draft Implementation Plan from the Supplier, CCS shall undertake an initial high level review and respond to the Supplier within 5 Working Days of receiving the draft Implementation Plan with its suggestions and proposals. The Parties shall use reasonable endeavours to agree the Implementation Plan within 5 Working Days after receipt by the Supplier of CCS' suggestions and proposals. Pursuant to agreement of the Implementation Plan, CCS may undertake a final review of the Implementation Plan which it shall complete within 5 Working Days. If the Parties are unable to agree the contents of the Implementation Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.5 In addition, the Supplier shall:
- 3.5.1 mobilise all the Services to be provided during the Implementation Period as set out in the Schedule 5 (Specification);
 - 3.5.2 manage and report progress against the Implementation Plan;
 - 3.5.3 construct and maintain an implementation risk and issue register in conjunction with CCS detailing how risks and issues will be effectively communicated to CCS in order to mitigate them;
 - 3.5.4 attend progress meetings (frequency of such meetings shall be agreed by the Parties acting reasonably) during the Implementation Period. Implementation

meetings shall be chaired by CCS and all meeting minutes shall be kept and published by the Supplier; and

- 3.5.5 ensure that all risks associated with the Implementation Period are minimised to ensure the successful completion by the Supplier of all activities set out in the Implementation Plan.

4. Reviewing and changing the Implementation Plan

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with CCS' instructions and ensure that it is updated on a regular basis.
- 4.2 CCS shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 Changes to any Milestones shall only be made in accordance with the Variation Procedure.
- 4.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

5. Security requirements before any Ordering Procedures

- 5.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for the required security clearances set out in Schedule 5 (Specification) and ensure that all Supplier Staff have the necessary security clearance in place before Deliverables are provided under any Contract. The Supplier shall ensure that this is reflected in the Implementation Plan.
- 5.2 The Supplier shall ensure that all Supplier Staff do not access CCS' IT systems, or any IT systems linked to CCS, unless they have satisfied CCS' security requirements set out in Schedule 5 (Specification).
- 5.3 The Supplier shall be responsible for providing all necessary information to CCS to facilitate security clearances for Supplier Staff and Subcontractors in accordance with CCS' requirements.
- 5.4 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to CCS Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from CCS, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

6. What to do if there is a Delay

- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay in relation to its fulfilment of the Implementation Plan it shall:
 - 6.1.1 notify CCS as soon as practically possible and no later than within 2 Working Days from becoming aware of the Delay or anticipated Delay;
 - 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 6.1.3 comply with CCS' instructions in order to address the impact of the Delay or anticipated Delay; and

- 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

Annex 1: Implementation Plan

[TBC]

Part B - Testing

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 4:

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by CCS when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Part B of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Part B of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Part B of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Part B of this Schedule;
"Test Witness"	any person appointed by CCS pursuant to Paragraph 9 of this Part B of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Part B of this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:

- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- 2.2.2 until CCS has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, CCS shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than 20 Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of CCS and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including CCS and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than 20 Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 CCS shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of CCS in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by CCS and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - i. a mechanism to be used to capture and record Test results; and
 - ii. a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3 below.
- 7.3 The Supplier shall notify CCS at least 10 Working Days in advance of the date, time and location of the relevant Tests and CCS shall ensure that the Test Witnesses attend the Tests.
- 7.4 CCS may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to CCS in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each Party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved CCS shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

- 7.9 If the Supplier successfully completes the requisite Tests, CCS shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Framework Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to CCS upon request.
- 8.3 CCS shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 CCS may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by CCS, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of CCS so as to enable CCS to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by CCS to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 CCS or an agent or contractor appointed by CCS may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 CCS will give the Supplier at least 5 Working Days' written notice of CCS' intention to undertake a Testing Quality Audit.

- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by CCS to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives CCS concern in respect of the Testing Procedures or any Test, CCS shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to CCS' report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, CCS (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of CCS.

11. Outcome of the testing

- 11.1 CCS will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then CCS shall notify the Supplier and:
 - 11.2.1 CCS may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 CCS may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to CCS' other rights and remedies, such failure shall constitute a material Default.
- 11.3 CCS shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 CCS shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by CCS of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of CCS of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 7 (Pricing and payments) of Schedule 2.
- 11.6 If a Milestone is not Achieved, CCS shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, CCS shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), CCS shall refuse to issue a Satisfaction Certificate and, without prejudice to CCS' other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, CCS may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless CCS agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by CCS within 10 Working Days of receipt of CCS' report pursuant to Paragraph 10.5); and

- 11.9.2 where CCS issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

- 12.11 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy CCS' requirements for that Deliverable or Milestone; or
- 12.1.2 affect CCS' right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

This is an error for which, as reasonably determined by CCS, there is no practicable workaround available, and which:

- 2.1.1 causes a Component to become unusable;
- 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

This is an error which:

- 3.1.1 causes a Component to become unusable;
- 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by CCS, there is a practicable workaround available;

4. Severity 4 Error

This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert Supplier's name]

From: [CCS]

Date: [insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [insert relevant description of the agreed Deliverables/Milestones].

We refer to the [Framework Contract][Contract] ("**Agreement**") relating to the provision of the [insert description of the Deliverables] between the [insert full designation of CCS] ("**CCS**") and [insert Supplier name] ("**Supplier**") dated [insert Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Agreement.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria]].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert full designation of CCS]

PART C - FRAMEWORK SERVICES

[Guidance: Depending on the supplier solution, this section (based on the PSC ICT Services Schedule) may need amending prior to concluding the contract. Amendments are only acceptable where they cover technical aspects and are needed to make the contract 'work'. Amendments which change the risk profile or IPR ownership of CCS cannot be made.]

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Breach of Security"	the occurrence of: i. unauthorised access to or use of the Deliverables, the Supplier System, the Tail Spend Solution and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Supplier in connection with this Framework Contract or any Contract; and/or ii. loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Supplier in connection with this Framework Contract or any Contract;
"CCS Software"	any software which is owned by or licensed to CCS and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"CCS System"	CCS' computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by CCS or the Supplier in connection with this Framework Contract which is owned by or licensed to CCS by a third party and which interfaces with the Supplier System or which is necessary for CCS to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Due Diligence Information"	for the purposes of this Schedule 15, any information supplied to the Supplier by or on behalf of the CCS prior to the Start Date;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Deliverables, or any part of the ICT Environment or the Deliverables, has or may have developed a fault;
"Framework Services"	has the meaning given in Paragraph 2 of this Part C of this Schedule;

"ICT Environment"	the Tail Spend Solution, CCS System and the Supplier System;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of this Part C of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the CCS System and any premises (including CCS premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in Paragraph 9.2 of this Part C of this Schedule;
"Software"	Specially Written Software, COTS Software and non-COTS Supplier and third party software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Framework Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, and any and all other information, data, documents, all devices, documents, data, know-how, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are

provided or used by Supplier or any Subcontractor in connection with the Deliverables or otherwise comprise or relate to the Deliverables or the Supplier System;

2. Provision of Framework Services

2.1 The Supplier shall provide the following services ("**Framework Services**"):

- the development and implementation of the Tail Spend Solution in accordance with Schedule 5 (Specification) and Parts A and B of this Schedule 15;
- access to and use of the Tail Spend Solution in accordance with Clause 20.4 of Schedule 2 to CCS and the Buyers; and
- operation and maintenance of the Tail Spend Solution.

2.2 The Supplier shall provide the Framework Services with all reasonable skill and care and in accordance with all applicable Law and Good Industry Practice.

2.3 In its performance of the Deliverables, the Supplier shall comply at all times:

- 2.3.1 with CCS' branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> ; and
- 2.3.2 with any CCS instructions and guidelines, as otherwise notified to the Supplier from time to time, as to the branding, presentation and look of the Tail Spend Solution and use of any logos or designs belonging to CCS.

3. CCS due diligence requirements

3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of CCS;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the CCS System; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Framework Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised CCS in writing of:

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Framework Services;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

4. Warranties

4.1 The warranties in this Paragraph 3 of Part C of this Schedule 15 supplement those provided by the Supplier elsewhere in this Framework Contract.

4.2 The Supplier represents and warrants that:

- 4.2.1 it has and shall continue to have all necessary rights in and to the Supplier System made available by the Supplier (and/or any Subcontractor) to CCS and the Buyers which are necessary for the

performance of the Supplier's obligations under this Agreement including the receipt of the Deliverables by CCS and the Buyer;

- 4.2.2 the Supplier Systems and the Deliverables are and will remain free of Malicious Software;
- 4.2.3 all software used by the Supplier in connection with the Tail Spend Solution shall:
 - 4.2.3.1 be free from material design and programming errors;
 - 4.2.3.2 perform in all material respects in accordance with the relevant specifications contained in Schedule 5 (Specification); and
 - 4.2.3.3 not infringe any IPR.

5. Software

5.1 The Supplier shall:

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

6. Standards and Quality Requirements

6.1 The Supplier shall comply with all Standards and quality requirements specified in Schedule 5 (Specification).

6.2 The Supplier shall ensure that the Supplier Staff shall at all times during the Term:

- 6.2.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Framework Contract;
- 6.2.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.2.3 obey all lawful instructions and reasonable directions of CCS (including, if so required by CCS, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of CCS.

7. Key Staff

7.1 The Supplier shall deploy the following persons in the provision of the Deliverables ("**Key Staff**"):

[insert list]

- 7.2 The Supplier shall not, without CCS' prior written consent (not to be unreasonably withheld or delayed), replace any of the Key Staff. CCS acknowledges that the Supplier will have to replace a member of the Key Staff where such person leaves the employment of the Supplier, in which case CCS shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).

8. **ICT Audit**

- 8.1 The Supplier shall allow any auditor access to the Supplier premises to:

- 8.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
- 8.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- 8.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

9. **Maintenance of the ICT Environment**

- 9.1 The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") in accordance with the timetable and instructions specified by CCS in Schedule 5 (Specification) and make it available to CCS for Approval.
- 9.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 9.3 The Supplier shall give as much notice as is reasonably practicable to CCS and the relevant Buyers prior to carrying out any Emergency Maintenance.
- 9.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Deliverables or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

10. **Intellectual Property Rights in ICT**

10.1 **Assignments granted by the Supplier: Specially Written Software**

- 10.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to CCS with full guarantee (or shall procure assignment to CCS), title to and all rights and interest in the Specially Written Software together with and including:
- 10.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 10.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 10.1.2 The Supplier shall:
- 10.1.2.1 inform CCS of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 10.1.2.2 deliver to CCS the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if

a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to CCS and CCS shall become the owner of such media upon receipt; and

10.1.2.3 without prejudice to Paragraph 10.1.2.2, provide full details to CCS of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to CCS and shall procure that any relevant third party licensor shall grant to CCS a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable CCS to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

10.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to CCS.

10.2 Licences for non-COTS IPR from the Supplier and third parties to CCS

10.2.1 Unless CCS gives its Approval, the Supplier must not use any:

- of its own Existing IPR that is not COTS Software;
- third party software that is not COTS Software.

10.2.2 Where CCS Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to CCS a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of CCS's (or, if CCS is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Deliverables to a Replacement Supplier.

10.2.3 Where CCS Approves the use of third-party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 10.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 10.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 10.2.3.2 only use such third party IPR as referred to at Paragraph 10.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

10.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

10.2.5 The Supplier may terminate a licence granted under Paragraph 10.2.1 by giving at least 30 days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

10.3 Licenses for COTS Software by the Supplier and third parties to the Buyer

- 10.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to CCS on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.2 Where the Supplier owns the COTS Software it shall, if requested by CCS to do so, make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 10.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 10.3.4 The Supplier shall notify CCS within 7 days of becoming aware of any COTS Software which in the next 36 months:
 - 10.3.4.1 will no longer be maintained or supported by the developer; or
 - 10.3.4.2 will no longer be made commercially available

10.4 CCS' right to assign/novate licences

- 10.4.1 CCS may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 10.2 to:
 - 10.4.1.1 a Central Government Body; or
 - 10.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 10.4.2 If CCS ceases to be a Central Government Body, the successor body to CCS shall still be entitled to the benefit of the licences granted in Paragraph 10.2.

10.5 Licence granted by CCS

- 10.5.1 CCS grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use CCS Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Framework Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as the confidentiality provisions set out in Schedule 3.

10.6 Open Source Publication

- 10.6.1 Unless CCS otherwise agrees in advance in writing (and subject to Paragraph 10.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to CCS) into a format, which is:
 - 10.6.1.1 suitable for publication by CCS as Open Source; and
 - 10.6.1.2 based on Open Standards (where applicable),and CCS may, at its sole discretion, publish the same as Open Source.
- 10.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
 - 10.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by CCS will not enable a third party to use them in any way which could reasonably be foreseen to compromise the

operation, running or security of the Specially Written Software, New IPRs or CCS System;

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

10.6.2.3 do not contain any material which would bring CCS into disrepute;

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

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

10.6.2.6 do not contain any Malicious Software.

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

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

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

11. Malicious Software

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

11.2 If Malicious Software is found in the Supplier System, the Supplier shall take all reasonable steps to reduce the effect of the Malicious Software and prevent loss of operational efficiency or loss or corruption of Government Data.

12. Security

12.1 The Supplier acknowledges that CCS places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

12.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

12.2.1 is in accordance with the Law;

12.2.2 complies with this Framework Contract in particular the security requirements set out Schedule 5 (Specification) and Paragraph 14 of this Schedule 15;

12.2.3 as a minimum demonstrates Good Industry Practice; and

12.2.4 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data.

13. Breach of Security

13.1 Either Party shall notify the other in accordance with any agreed security incident management process upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

- 13.2 Without prejudice to the security incident management process referred to in Paragraph 13.1 of this Part C of this Schedule 15, upon becoming aware of any of the circumstances referred to in Paragraph 13.1 of this Part C of this Schedule 15, the Supplier shall;
- 13.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by CCS) necessary to:
- 13.2.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 13.2.1.2 remedy such Breach of Security to the extent possible and protect the integrity of CCS and CCSs and the provision of the Deliverables to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 13.2.1.3 an equivalent breach in the future exploiting the same cause failure; and
 - 13.2.1.4 as soon as reasonably practicable provide to CCS, where CCS so requests, full details of the Breach of Security or attempted Breach of Security, including a cause analysis where required by CCS.
- 13.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Supplier with the security requirements set out in Schedule 5 (Specification) or this Schedule 15, then any required change to the Supplier's security management arrangements in relation to this Framework Contract shall be at no cost to CCS.

14. Security Management Plan

- 14.1 Introduction
- 14.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- 14.2 Content of the Security Management Plan
- 14.2.1 The Security Management Plan shall:
1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Framework Contract relevant to security;
 2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 3. detail the process for managing any security risks from Subcontractors and third parties authorised by CCS with access to the Deliverables, processes associated with the provision of the Deliverables, CCS premises, the Sites and any ICT, Information and data (including CCS's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including CCS premises, the Sites, and any ICT, Information and data (including CCS's Confidential Information and the Government Data) to the extent used by CCS or the Supplier in connection with this Framework Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Deliverables and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Framework Contract;

6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Framework Contract and, where necessary in accordance with Paragraph 14.2 the Security Policy; and
7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and CCS engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 15.

14.3

Development of the Security Management Plan

- 14.3.1 Within 20 Business Days after the Start Date and in accordance with Paragraph 14.4, the Supplier shall prepare and deliver to CCS for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan, if any.
- 14.3.2 If the Security Management Plan submitted to CCS in accordance with Paragraph 14.3.1, or any subsequent revision to it in accordance with Paragraph 14.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule 15. If the Security Management Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from CCS and re-submit to CCS for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days from the date of its first submission to CCS. If CCS does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 14.3.3 CCS shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 14.3.2. However a refusal by CCS to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 14.2 shall be deemed to be reasonable.
- 14.3.4 Approval by CCS of the Security Management Plan pursuant to Paragraph 14.3.2 or of any change to the Security Management Plan in accordance with Paragraph 14.4 shall not relieve the Supplier of its obligations under this Schedule 15.

14.4

Amendment of the Security Management Plan

- 14.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 1. emerging changes in Good Industry Practice;
 2. any change or proposed change to the Deliverables and/or associated processes;
 3. where necessary in accordance with paragraph 14.2, any change to the Security Policy;
 4. any new perceived or changed security threats; and
 5. any reasonable change in requirements requested by CCS.
- 14.4.2 The Supplier shall provide CCS with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to CCS. The results of the review shall include, without limitation:
 1. suggested improvements to the effectiveness of the Security Management Plan;
 2. updates to the risk assessments; and

- 3. suggested improvements in measuring the effectiveness of controls.
- 14.4.3 Subject to Paragraph 14.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 14.4.1, a request by CCS or otherwise) shall be subject to the Variation Procedure.
- 14.4.4 CCS may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

15. **[Supplier-Furnished Terms]**

[Software as a Service Terms]

- 15.1.1 Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule].

[Guidance: If necessary, Supplier user terms for SAAS can be included here with the caveat that they apply only to the extent they do not contradict, or cause any ambiguity with, the terms of the Framework Contract or any Contract.]

Schedule 16

Registration and Management of Subcontractors

The Supplier shall collect the information as set out in the template below as minimum, for each Subcontractor, but excluding potential Subcontractors who are caught by the exclusions and cannot demonstrate proof of self-cleaning.

Section A Company Information

Section A.1 Your information		
No	Description	Response
A1.1	Name (registered name if registered)	
A1.2	Office Address (registered address if registered)	
A1.3	Website address (if applicable)	
A1.4	VAT Number	
A1.5	Are you a Small, Medium or Micro Enterprise (SME)? See the definition of SME at: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en	
A1.6	DUNS number (of head office, if applicable)	
A1.7	Date of registration (if applicable) or date of formation	
A1.8	Registration number (company, partnership, charity etc.) if applicable	
A1.9	What is your trading status?	Public limited company Limited Company Limited Liability partnership Other partnership Sole trader Third sector other
A1.10	If you chose 'Other' for the previous question give details	
A1.11	What trading name(s) will be used if successful in registration?	
A1.12	Which of these classifications apply to you?	Voluntary Community Social Enterprise (VCSE) Sheltered Workshop Public Service Mutual None of these
A1.3	Do you have an immediate parent company?	If yes complete section A.2
A1.4	Do you have an ultimate parent company?	If yes complete section A.3

Section A.2 Immediate Parent information		
No	Description	Response
A2.1	Name (registered name if registered)	
A2.2	Office Address (registered address if registered)	
A2.3	Registration number if applicable	
A2.4	DUNS number (of head office, if applicable)	

A2.5	VAT number	
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Section A.3 Ultimate Parent information		
No	Description	Response
A3.1	Name (registered name if registered)	
A3.2	Office Address (registered address if registered)	
A3.3	Registration number if applicable	
A3.4	DUNS number (of head office, if applicable)	
A3.5	VAT number	

Section B Exclusion Grounds Declaration

The regulations which govern how we procure specify that we must exclude any organisation which has been convicted of certain offences.

For these mandatory exclusion grounds only, you must respond for your organisation and for all relevant persons and entities. Each organisation must decide which entities and persons are relevant.

There are two categories of persons and entities that may be relevant:

- Members of the organisation's administrative, management or supervisory board. This category will typically cover company directors and members of an executive board
- Entities and persons who have powers of representation, decision or control. This could be:
 - entities or persons with a 25% or more shareholding
 - entities or persons with less than 25% shareholding who have the relevant powers depending on their particular rights
 - a supplier's ultimate parent company that has powers of representation, decision or control
 - intermediate parent companies that do not have a direct shareholding
 - directors or members of an executive board of their immediate parent company (for example, in the case of an SPV set up specifically to bid for a particular contract)
 - holders of mortgages or liens

It isn't necessary for you to identify which entities and persons you think are covered in the declarations. However, you must be satisfied that the declaration is made in respect of all of those that are relevant.

Section B.1 Exclusion Grounds Declaration - convictions
Within the past five years, anywhere in the world, have you or any person who is a member of your organisation administrative, management or supervisory body or has powers of representation, decision or control in your organisation been convicted of any of the offences identified in the questions below?

No	Description	Response
B1.1	Participation in a criminal organisation Participation offence as defined by section 45 of the Serious Crime Act 2015 Conspiracy within the meaning of: • section 1 or 1A of the Criminal Law Act 1977 or • article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.	Yes/No?

B1.2	Corruption • Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 • The common law offence of bribery • Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983	Yes/No?
B1.3	Fraud Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities: • the common law offence of cheating the Revenue • the common law offence of conspiracy to defraud • fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 • fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006 • fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994 • an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993 • destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969 • fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006 • the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act.	Yes/No?
B1.4	Money laundering or terrorist financing • Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002 • An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.	Yes/No?
B1.5	Child labour and other forms of trafficking human beings • An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; • An offence under section 59A of the Sexual Offences Act 2003 • An offence under section 71 of the Coroners and Justice Act 2009 • An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 • An offence under section 1, section 2 or section 4 of the Modern	Yes/No?

	Slavery Act 2015.	
B1.6	Other offences - Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland. - Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	Yes/No?
B1.7	If you have answered Yes to any of the questions above, in this section please explain what measures have been taken to ensure that the relevant grounds for exclusion will not be triggered again. This is called self-cleaning.	[free text if applicable]

Section B.2 Grounds for mandatory and discretionary exclusion relating to the payment of taxes and social security contributions

Exclusion relating to the payment of taxes and social security contributions

The regulations which govern how we procure specify that we must or may (depending on the breach) exclude any organisation which is in breach of its obligations relating to the payment of taxes and social security contributions.

We reserve our right to use our discretion to exclude a supplier where we can demonstrate by any appropriate means that the supplier is in breach of its obligations relating to the payment of taxes or social security contributions.

For these exclusion grounds you must respond for your organisation. (If you are the lead member of a consortium, you do not need to complete these particular questions on behalf of other members of the group or consortium, because they must complete Parts 2, 2A, 3 and 4 for themselves, using the 'information and declaration' workbook or an EU ESPD)

If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have 'self-cleaned' as follows:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.

The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the procurement process. Our decision will be final.

If you cannot provide evidence of 'self-cleaning' that is acceptable to us, you will be excluded from registration

We will tell you if you are excluded and say why.

No	Description	Response
B2.1	Has your organisation committed a breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision that has a final and binding effect?	Yes/No?
B2.2	If you have answered yes to the question above Please provide these details for each occurrence: • Country or Member State concerned • what is the amount concerned • how the breach was established, i.e. through a judicial or administrative decision or by other means • if the breach has been established through a judicial or administrative decision please provide the date of the decision • if the breach has been established by other means please specify the means or enter N/A	[free text if applicable]
B2.3	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum, including, where applicable, any accrued interest and / or fines.	Yes/No/N/A?
B2.3	Have any of your organisation's Tax returns submitted on or after 1 October 2012 been found to be incorrect, as a result of any of: • HMRC successfully challenging you under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or • a Tax authority in a jurisdiction in which you are established successfully challenging it under any Tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle; • a failure to notify, or failure of an avoidance scheme in which you are or were involved, under the Disclosure of Tax Avoidance Scheme rules (DOTAS), VADR (Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005)) or any equivalent or similar regime in a jurisdiction in which the supplier is established.	Yes/No?
B2.4	Please provide these details for each occurrence: • Country or Member State concerned • what is the amount concerned	[free text or N/A]

	• how and when the breach was established or challenge brought or enter N/A	
B2.5	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum, including, where applicable, any accrued interest and / or fines.	Yes/No/N/A
B2.6	If you have answered yes to any questions in this section exclusion relating to the payment of taxes and social security contributions, and evidence of meeting all obligations is available electronically, please provide: • web address • issuing authority • precise reference of the documents	[free text or N/A]

Section B.3 Grounds for discretionary exclusion

The regulations which govern how we procure specify that we may exclude any organisation which has been convicted of certain offences, has been subject to certain proceedings, has had unacceptable conduct or has violated obligations in the field of environmental, social and labour law.

For these exclusion grounds you must respond for your organisation

If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have 'self-cleaned' as follows:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.

The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the procurement process. Our decision will be final.

If you cannot provide evidence of 'self-cleaning' that is acceptable to us, you will be excluded from the competition. We will tell you if you are excluded and say why.

No	Description	Response
Within the past three years, anywhere in the world, have any of the situations listed in questions below applied to your organisation?		
B3.1	Obligations in the fields of environmental, social and labour law established by EU law, national law or collective agreements Violation of applicable obligations in the fields of	Yes/No?

	environmental, social and labour law established by EU law, national law or collective agreements; including, but not limited to: • The organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial notices in relation to the Health and Safety Executive (or equivalent body) • The organisation has been convicted of a breach of the Health and Safety legislation • The organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination • Any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) • The organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006 • The organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006 • The organisation has been in breach of the National Minimum Wage Act 1998	
B3.2	Obligations in the fields of environmental, social and labour law listed in Annex X of the Public Procurement Directive 2014/24/EU Violation of applicable obligations in the fields of environmental, social and labour law established by these international environmental, social and labour law provisions: • ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise • ILO Convention 98 on the Right to Organise and Collective Bargaining • ILO Convention 29 on Forced Labour • ILO Convention 105 on the Abolition of Forced Labour • ILO Convention 138 on Minimum Age • ILO Convention 111 on Discrimination (Employment and Occupation) • ILO Convention 100 on Equal Remuneration • ILO Convention 182 on Worst Forms of Child Labour • Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer • Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention) • Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention) • Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in	Yes/No?

	International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols	
B3.3	Grave professional misconduct • Is guilty of grave professional misconduct	Yes/No?
B3.4	Distortion of Competition • Has entered into agreements with other economic operators aimed at distorting competition	Yes/No?
B3.6	Conflict of Interest • Has been aware of conflict of interest within the meaning of regulation 24 due to the participation of the procurement procedure	Yes/No?
B3.7	Prior performance issues • Has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions	Yes/No?
B3.8	Misrepresentation and undue influence • Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria • Has withheld such information • Is not able, without delay, to submit supporting documents if or when required Has undertaken: • to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or • to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award	Yes/No?
B3.9	Misrepresentation and undue influence • Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria • Has withheld such information • Is not able, without delay, to submit supporting documents if or when required	Yes/No?

	Has undertaken: • to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or • to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award	
B3.10	If you answered Yes to any of the questions above, please attach a file to provide further details as appropriate including: • Date of the violation or offence • Which of the grounds listed applied • The facts and circumstances relating to the violation or offence • Details of investigations carried out by relevant authorities • Evidence that you have paid or made arrangements to pay any compensation due • Web address of relevant documentation • Issuing authority • Precise reference of the documents	Yes/No?
B3.11	If you have answered Yes to any of the questions above, please explain what measures have been taken to ensure that the relevant grounds for exclusion will not be triggered again. This is called self-cleaning. Or enter N/A	

Section C Suitability

The supplier code of conduct exists to help suppliers to understand the standards and behaviours that are expected when you work with Government, and how you can help Government deliver for taxpayers

Description	Response
Supplier code of conduct Please self-certify that your organisation will comply with the 'Supplier Code of Conduct' guidance which can be found at the following link: https://www.gov.uk/government/publications/supplier-code-of-conduct	Yes/No

Schedule 17

Staff Transfer

1. Definitions

1.1 In this Schedule, the following words have the following meanings:

"Contract" for the purposes of this Schedule 17 only, the Framework Contract;

"Employee Liability" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- c) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- d) unfair, wrongful or constructive dismissal compensation;
- e) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- f) compensation for less favourable treatment of part-time workers or fixed term employees;
- g) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by CCS or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- h) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier" a supplier supplying the Deliverables to CCS before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables)

and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"

a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Deliverables or any relevant part of the Deliverables which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as CCS may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Authority Employees"

those employees of CCS to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Key-Subcontractors and Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call-Off Contract:

Part E (Staff Transfer on Exit)

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

3.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 3.1.1 receipt of a notification from CCS of a Service Transfer or intended Service Transfer;
- 3.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 3.1.3 the date which is 12 Months before the end of the Term; and
- 3.1.4 receipt of a written request of CCS at any time (provided that CCS shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by CCS.

- 3.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to CCS or at the direction of CCS to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 3.3 CCS shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 3.4 The Supplier warrants, for the benefit of CCS, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 3.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by CCS (acting reasonably):

not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

- 3.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

- 3.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 3.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 3.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 3.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to CCS and/or the Replacement Supplier and/or Replacement Subcontractor;
- 3.5.6 give CCS and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by CCS, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 3.5.7 co-operate with CCS and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 3.5.8 promptly notify CCS or, at the direction of CCS, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 3.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to CCS and/or the Replacement Supplier (unless otherwise instructed by CCS (acting reasonably));
- 3.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 3.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 3.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
- 3.5.13 promptly provide to CCS such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which CCS may reasonably request in advance of the expiry or termination of this Contract; and

- 3.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 3.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, CCS may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as CCS may reasonably require which shall include:
 - 3.6.1 the numbers of employees engaged in providing the Services;
 - 3.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 3.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 3.6.4 a description of the nature of the work undertaken by each employee by location.
- 3.7 The Supplier shall provide all reasonable cooperation and assistance to CCS, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to CCS or, at the direction of CCS, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 3.7.1 the most recent month's copy pay slip data;
 - 3.7.2 details of cumulative pay for Tax and pension purposes;
 - 3.7.3 details of cumulative Tax paid;
 - 3.7.4 Tax code;
 - 3.7.5 details of any voluntary deductions from pay; and
 - 3.7.6 bank/building society account details for payroll purposes.

4. Staff Transfer when the contract ends

- 4.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. CCS and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 4.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 4.3 Subject to Paragraph 2.4, the Supplier shall indemnify CCS and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 4.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 4.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 4.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify CCS and the Supplier in writing;
 - 4.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
 - 4.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 4.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person,
- and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 4.6 The indemnity in Paragraph 2.5 shall not apply to:
- 4.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- 4.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 4.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 4.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 4.9 The Supplier shall promptly provide CCS and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable CCS, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. CCS shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 4.10 Subject to Paragraph 2.9, CCS shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 4.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 18

Exit Plan

Definitions

“Budgets”	the upper spend limits a Buyer may place on each of its Authorised Users;
“Cost Centres”	Buyer enterprise resource planning (ERP) payment systems cost codes per Buyer and Authorised User which were set up as part of the Implementation of the Tail Spend Solution;
“Favourites List”	the list of the top purchases for each and all Authorised Users and each and all Buyers;
“User Database”	all Buyers and of the all Authorised Users of each Buyer;
“User Profiles”	Buyer profiles and all Authorised Users of each Buyer’s profile;
“Users / Authorisers”	which Authorised Users of which Buyers have which authorisation and permission levels.

1. INTRODUCTION

- 1.1. This Schedule 18 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to CCS and each Buyer leading up to and covering the relevant End Date and the transfer of Service provision to CCS, the Buyer and/or a Replacement Supplier.
- 1.2. The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Deliverables from the Supplier to CCS, the Buyer and/or a Replacement Supplier at the applicable End Date.

2. OBLIGATIONS DURING THE CONTRACT PERIOD TO FACILITATE EXIT

- 2.1. During the Contract Period of the Framework Contract, the Supplier shall create and maintain a User Database of all Buyer Contracts, detailing their:
 - 2.1.1 User Profiles;
 - 2.1.2 Users/Authorisers to be set up;
 - 2.1.3 Products or product catalogues to be set up on the portal from day one per Buyer;
 - 2.1.4 Favourites Lists per Buyer;
 - 2.1.5 Budgets to be put in place;
 - 2.1.6 Cost Centres to be set up per Buyer;
 - 2.1.7 Reports individual Buyers require.
- 2.2. A list of all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements, and equipment rental and lease agreements) required for the performance of the Supplier’s Goods and/or Services, and the Supplier must:
 - 2.2.1. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables, which shall contain sufficient detail to permit CCS, the Buyer and/or Replacement Supplier to understand how the Supplier provides or provided the Deliverables and to enable the smooth transition of the supply of Deliverables with the minimum of disruption;
 - 2.2.2. at all times keep the User Database up-to-date.

- 2.3. CCS and the Supplier, as a Party to the Framework Contract, shall appoint a person ("Exit Manager") for the purposes of managing the Parties' respective obligations under this Schedule 18 (Exit Plan) and provide written notification of such appointment to the other Party within six (6) months of the Framework Contract Start Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and Supplier Staff and Sub-Contractors comply with this Schedule 18. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule 18. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of the Framework Contract and each Contract, including all matters connected with this Schedule 18 and each Party's compliance with it.
- 2.4. The Supplier shall ensure that all outstanding Orders under each Contract are fulfilled and all outstanding payment concluded (including any repayments or reimbursements to Buyer).
3. OBLIGATIONS TO ASSIST ON RE-TENDERING THE DELIVERABLES
- 3.1. On reasonable written notice being provided at any point during the Contract Period of the Framework Contract, the Supplier shall provide to CCS and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by CCS of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 3.1.1. details of the Service(s);
 - 3.1.2. two (2) copies of the User Database;
 - 3.1.3. an inventory of Buyer and Government Data in the Supplier's possession or control;
 - 3.1.4. a list of on-going and/or threatened complaints and Disputes in relation to the provision of the Deliverables; and
 - 3.1.5. such other material and information as CCS shall reasonably require,
- (together, the "**Exit Information**").
- 3.2. The Supplier acknowledges that CCS may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom CCS is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that CCS may not under this Paragraph 3.2 of this Schedule 18 disclose any Supplier's Confidential Information relates to the Supplier's or its Sub-Contractors' prices or costs).
- 3.3. The Supplier shall:
- 3.3.1. notify CCS within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables or any Replacement Deliverables and shall consult with CCS regarding such proposed material changes; and
 - 3.3.2. provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from CCS.
- 3.4. The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 3.4.1. prepare an informed offer for those Replacement Deliverables; and
 - 3.4.2. not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited and decides to participate).

4. EXIT PLAN

- 4.1. The Supplier shall, within six (6) Months after the Framework Contract Start Date, deliver to CCS an Exit Plan which:
 - 4.1.1. sets out the Supplier's proposed methodology for achieving an orderly transition of the whole or part of the Deliverables from the Supplier to CCS, a Buyer and/or its Replacement Supplier on the End Date of the Framework Contract;
 - 4.1.2. complies with the requirements set out in Paragraph 4.3 of this Schedule 18; and
 - 4.1.3. is otherwise reasonably satisfactory to CCS.
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. Unless otherwise specified by CCS, the Exit Plan shall set out, as a minimum:
 - 4.3.1. how the Exit Information is obtained and where it is stored;
 - 4.3.2. the management structure to be employed during both transfer and cessation of the Deliverables (in whole or part);
 - 4.3.3. a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.4. Data of all Buyers and their Authorised Users to be transferred;
 - 4.3.5. Buyer spend data (i.e. a history of Buyer purchases) to be shared;
 - 4.3.6. Timeline for all Exit activities (for whole and partial termination) required with clear responsible owners for each required task, including agreed last transaction dates for the Buyer and/or CCS;
 - 4.3.7. Communication plans to all Buyers and CCS;
 - 4.3.8. how the Deliverables will transfer to the Replacement Supplier, Buyer and/or CCS, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Buyer and/or CCSs technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 4.3.9. proposals for providing CCS or a Replacement Supplier copies of all documentation:
 - 4.3.9.1. used in the provision of the Deliverables and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - 4.3.9.2. relating to the use and operation of the Deliverables;
 - 4.3.10. how each of the issues set out in this Schedule 18 will be addressed to facilitate the transition of the Deliverables from the Supplier to the Replacement Supplier and/or the Buyer with the aim of ensuring that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.11. proposals for the supply of any other information or assistance reasonably required by CCS, the Buyer or a Replacement Supplier in order to effect an orderly handover of the provision of the Deliverables.

Schedule 19

FRAMEWORK TENDER

[INSERT]

Appendix A

Call-Off Contract (“Contract”)

[to be inserted]