

Key changes between the G-Cloud 11 and G-Cloud 12 Framework Agreements

This document sets out the key changes between the G-Cloud 11 and G-Cloud 12 Framework Agreements. It does not set-out minor changes such as numbering and the capitalisation of individual terms. All existing and new capitalised terms are defined under Framework Agreement Schedule 3: Glossary and Interpretations.

This is intended to be used as a guide and Applicants are recommended to complete their own checks.

Place in Framework Agreement Description of update	G-11 Framework Agreement	G-12 Framework Agreement
Throughout the document.	<ul style="list-style-type: none"> • Significant use of bullets. • Not all terms were numbered. • Some terms were incorrectly numbered. 	<ul style="list-style-type: none"> • All bullet points have been assigned numbers. • Terms which were not numbered have been assigned numbers. • Incorrect numbers have been rectified.
1.11	Clause broken down in bullet points.	<p>Bullet points converted into 2 sentences and new wording:</p> <p>The finalised Framework Agreement includes an electronically signed Framework Agreement. It is electronically signed by the Supplier when they made the legal declaration confirming their agreement to the G-Cloud 12 Framework</p>

		Agreement, and counter-signed by the Crown Commercial Service.
2.2	<p>2.2 Cloud hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help buyers do at least one of:</p> <p>...</p> <p>2.3 Buyers only need to pay for what they use.</p>	<p>2.2 Cloud hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help buyers do at least one of the following, and only pay for what they use:</p> <p>...</p> <p>Clause 2.3 now references the hosting service categories.</p>
2.9	2.7 A description for Additional Services must be included by the Supplier and it must be G-Cloud Service-related. Additional Services must help the Supplier with its main G-Cloud Services offering. Non-G-Cloud Services will be removed from the Digital Marketplace.	2.9 A description for Additional Services must be included by the Supplier in its Lot 3 Service Listing and it must be Cloud Service-related. Additional Services must help the Supplier with its main G-Cloud Services offering. Non-Cloud Services will be removed from the Digital Marketplace.
2.10.4	<p>2.8 Additional Service must not include:</p> <p>...</p> <ul style="list-style-type: none"> • hardware 	2.10.4 hardware - except where the hardware is specifically designed and integrated with the G-Cloud Service, and constitutes the lower proportion of total service cost, and cannot be procured and utilised separately.
2.11	2.9 The Buyer doesn't have to buy any Additional Services from the Supplier and can buy Services that are the same as or similar to the Additional Services from any third party.	2.11 Lot 3 services can be bought separately from Lot 1 and Lot 2 services as well as from a different Supplier than the one which provides the relevant Lot 1 or Lot 2 services. Lot 3 services

		can also be bought to support any cloud hosting or cloud software services that have been procured outside of the G-Cloud 12 Framework Agreement.
3.5	The Supplier will tell any relevant Buyer about their Digital Marketplace offering on the G-Cloud Framework Agreement at the earliest opportunity.	Not used
3.8	If the Supplier fails to provide acceptable evidence for any updates to their service offering, CCS will remove the Service from the Digital Marketplace and may suspend the Supplier from the Framework Agreement.	If the Supplier fails to provide acceptable evidence for any updates to their service offering as required in Clause 3.7, CCS will remove the Service from the Digital Marketplace and may suspend the Supplier from the Framework Agreement.
3.14	If a Buyer decides to source G-Cloud Services and any Additional Services through this Framework Agreement it must search on the Digital Marketplace for a capable Supplier and then award its Call-Off Contract using this process and following the Regulations and Guidance.	Buyers who source G-Cloud Services and Additional Services through this Framework Agreement, can do so by searching the Digital Marketplace for capable services, shortlisting the most relevant services, evaluating shortlisted services, and awarding a Call-Off Contract in accordance with the Regulations and Guidance
3.15	The initial search will return a long list and the Buyer will use additional keywords to refine the search of Suppliers whose service offerings are capable of meeting the Buyer's requirement.	The shortlisting and selection process conducted by Buyers on the Digital Marketplace commences with either selecting a specific Lot or all Lots, this selects all Services that may meet the Buyers requirement. The shortlist is then further refined

		using the keyword or key phrase search function and an array of filters on the Digital Marketplace.
3.16	The additional search will return a short list and the Buyer will review supplier documents (to include Supplier Terms and pricing) on the Digital Marketplace to assess suitability against their requirement. All shortlisted offerings must be evaluated against the same evaluation model.	Buyers may evaluate the shortlisted Services, which may include Service Descriptions, Supplier Terms, Service Definition and pricing, to assess suitability against their requirement. All shortlisted Services must be evaluated against the same evaluation model.
3.17	The Buyer will apply some or all of the evaluation criteria in 3.20 (or use their own weightings) against the Supplier documents (including Supplier Terms and pricing) on the Digital Marketplace, to evaluate the Services offered following the shortlist and determine the Service that best meets their requirements.	The Buyer will apply some or all of the evaluation criteria in 3.20 (or use their own weightings) against the Service listing and additional documents (including Service Description, Supplier Terms, Service Definition and pricing) on the Digital Marketplace, to evaluate the Services offered following the shortlist and determine the Service that best meets their requirements.
3.18	The Buyer may choose to use a credit reference agency (CRA) to carry out due diligence before any appointment to assess the Supplier's economic and financial standing. The CRA report will be used to determine the level of financial risk that appointing the Supplier would represent. If the Buyer determines that the Supplier's credit risk is poorer than average the Buyer reserves the	Buyers are encouraged to conduct their own due diligence prior to awarding Call-Off Contracts. This may include using credit reference agencies (CRA) to assess a Supplier's economic and financial standing. The CRA report will be used to determine the level of financial risk that awarding a Call-Off Contract to the Supplier would represent. If the Buyer determines that the Supplier's credit risk is higher than the Buyer's predetermined threshold, the Buyer reserves the

	right not to award a Call-Off Contract to the Supplier.	right not to award a Call-Off Contract to the Supplier. Upon request Suppliers must provide evidence of relevant insurances, certifications and accreditations.
3.19	The Buyer will appoint a Supplier based on Most Economically Advantageous Tender (MEAT).	The Buyer will award a Call-Off Contract to a Supplier based on the Most Economically Advantageous Tender (MEAT) assessment method.
3.21	Buyers may notify all unsuccessful shortlisted suppliers so they can review and improve their Service Descriptions.	Removed. To include in customer guidance. Because is it merely good practice and can be better explained in the guidance.
4.11	The Parties do not intend the Framework Agreement to be used for provision of Services or off-payroll worker recruitment that is Inside IR35.	The Parties must not use the Framework Agreement for provision of Services or off-payroll worker recruitment that is Inside IR35.
5.1.1	there's a Supplier Insolvency Event	there's a Supplier Insolvency Event or an event that indicates a high probability of an Insolvency Event which adversely impacts on the Supplier's ability to supply Services under this Framework Agreement.
5.1.2	the Supplier has breached clauses 2.6 to 2.10	the Supplier has breached clauses 2.1 to 2.10
5.1.7	Did not exist	5.1.7 where any Buyer terminates a Call-Off Contract awarded to the Supplier under this

		Framework Agreement as a consequence of proven default by the Supplier.
Section 6: Supplier's reporting obligations to CCS		Although the basic intention remains the same, substantial changes have been made to this section. Suppliers should thoroughly review and make sure that they are aware of all clauses relating to their reporting obligations.
8.63	8.61 The Supplier must have employer's liability insurance of at least £5,000,000 before the Framework Agreement is awarded unless the Supplier is exempt under law. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Call-Off Contract.	8.63 The Supplier must have employer's liability insurance of at least £5,000,000 before the Framework Agreement is awarded, and shall at all times throughout the duration of the Framework Agreement maintain in force such policies of insurance, unless the Supplier is exempt under law. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Call-Off Contract.
Annex 2: Joint Controller Agreement 7.1(c)	if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute	if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 -

	Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).	8.79 of the Framework terms (Managing disputes).
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