



Crown
Commercial
Service



Government
Communication
Service

Framework Contract

Provision of Communications and Channel Strategy

CCCO22A02

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Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)
- Call-off schedules

The Framework Contract

This comprises:

- The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
- The process clients must follow to appoint an agency (Framework Schedule 7 - Call-Off Award Procedure)
- The tender and rates submitted by the Agency in this tender process
- The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
- Specific Framework Schedules relating to the framework contract between CCS and the Agency

The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract

- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

The process

To appoint an agency through the framework, clients will follow the process outlined in the Schedule 7 of the Framework Contract.

The Client will then use the Letter of Appointment template and incorporate the Joint and Call-Off Schedules in Framework Schedule 6 to form the Call-Off contract with the Agency.

Clients will complete the Call-Off schedules to suit their individual brief and can omit Call-Off Schedules which are not relevant to the contract.

There are optional Call-Off terms which will only apply to certain clients (MOD and HMRC) and for clients subject to Scottish or Northern Ireland laws. These are available as separate documents and do not need to form part of the Call-Off Contract unless required, if they form part of the Call Off Contract they will be legally binding.

The contracts follow the Public Sector Contract which presents the terms and schedules in a modular format. We have brought elements together into single documents but have retained the numbering of the individual terms and schedules for wider consistency. This means the clause numbering is not consecutive.

Framework Schedule 1 (Specification)

Introduction and Background

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

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

- a. The Agency(s) shall:
 - i. deliver innovative, best in class communications to achieve desired Client outcomes.
 - ii. be capable of delivering value for money, as well as providing excellent customer service;

- iii. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
- iv. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Contract in particular being open and transparent in relation to the Charges, the placement of media and the access to and provision of data in relation to the Services.
- v. This Framework Contract is part of the delivery of Public Service Communications. The Agency will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

b. Scope

- i. The Agency(s) shall be required to deliver Services for the Lot(s) they are bidding for, throughout the United Kingdom (on a national, regional and local basis) and international locations.
- ii. For each Call-Off Contract under this Framework Contract the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure, which is in Framework Schedule 7 - Call-Off Award Procedure of this Framework Contract.
- iii. The Agency shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Contract.
- iv. Agencies can only subcontract/partner up to deliver services within the scope of their Lot.

c. Clients

- i. This Framework Contract covers requirements across a wide and diverse Client base - the Agency shall support the varied requirements and budgets of all Clients irrespective of size.
- ii. Clients of this Framework Contract will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.

d. Client Personnel

- i. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agency(s). The Agency(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agency with alternative personnel with similar levels of seniority and experience.

e. Client Briefs

- i. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agency and the outcome to be achieved. The Agency shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper based Briefs shall be accepted. The Agency shall follow the Call-Off Award Procedure.
- ii. The Agency shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agency has received written confirmation to proceed with the Brief.

f. Required Services: Summary

- i. The Agency(s) will be required to provide Services in relation to the supply of the Services to Clients including:
 - a. ensuring adherence to public sector accessibility requirements <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>;
 - b. taking Orders for the Services from Clients;
 - c. undertaking to meet all Client requirements;
 - d. complying with any Key Performance Indicators and service levels, and any reporting requirements;
 - e. complying with CCS's Management Information requirements;
 - f. providing a dedicated senior account manager to resolve any issues arising from the Framework Contract and/or Client Call-Off Contract;
 - g. providing a support function to deal with Client enquiries and issues;
 - h. conforming to the Charging Structure;
 - i. undertaking any billing requirements.

g. Required Services: Account Management

- i. The Agency(s) shall provide comprehensive account management services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency(s) team structure and approach shall reflect this flexible requirement, avoiding a “one-size” fits all approach.
- ii. The Agency(s) structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Contract and the Call-Off Contracts.

- iii. The Agency(s) will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed for Clients.
- iv. The Agency(s) will deliver an agile solution that provides for each and every Client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- v. If required by the Client, the Agency(s) will allocate specific named account teams.
- vi. The Agency(s) will have a clear and simple escalation process for the Clients and subcontractors.

h. Required Services: Working with others

- i. The Agency(s) will be required to:
 - (a) work collaboratively on projects with other Clients of this Framework Contract, and
 - (b) manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.

i. Required Services: Reporting and analysis

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

- i. provide Management Information detailing work carried out by the Agency on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Contract (Management Charges and Information)
- ii. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems.

j. Pricing Transparency

- i. Where applicable, the Agency(s) will disclose to the Client any commission, discount or rebate earned by the Agency(s) arising in respect of third party costs directly related to the Projects. The Client will receive the full benefit of such commission, discounts or rebates.

k. Contracting arrangements

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

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

l. Social Value

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

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

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

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

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

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

The Client's requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.

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

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

Lot 1 - End to End Campaign Management

1. Core Services

Within this Lot, the Agency(s) shall deliver end to end campaign solutions and management to meet the Client's specification. This includes but is not limited to:

- Communications Strategy Development and Consultancy Services
- Concept Development
- Data strategy and management
- Creative & Design
- Campaign Delivery
- Public Relations
- Direct Marketing
- Digital Marketing and Social Media
- Content Creation, Versioning and Distribution

Agency(s) can through this Lot, provide additional below services. These services are not mandatory for this Lot and Agency(s) will not be excluded from this Lot if they cannot provide these services:

- Partnerships
- Events and Experiential

Agency(s) in this Lot must also have an ability to consider all elements of the communications mix - paid, owned and earned (POEMs).

1.1. Ways of Working

Agency(s) must have the ability to provide strategic and creative excellence to provide an end to end solution, vision and domestic and international connections to establish, contract and manage the right team at the right stage of the campaign lifecycle.

Agency(s) must be able to orchestrate different Partners (either through CCS Framework partners, network, affiliates, associates and beyond) to deliver the best contribution.

Agency(s) may be required to manage multiple interfaces at Call-Off level to ensure greater value and best outcomes. This may include other government departments and/or Client Representatives e.g. for each Call-Off, the Agency may deal with a different Contracting Body or Client Representatives.

For the avoidance of doubt, the Client retains accountability for all programme delivery.

Depending on the particular stage of and nature of the campaign lifecycle this could bring very diverse perspectives to bear to ensure the most creative thinking.

1.2. Domestic and International requirements

The Agency(s) must have the ability to provide, where required, the core services regionally and internationally, this includes in-market talent and expertise. The Agency(s) must have the ability to develop and execute Business to Business (B2B) and Business to Consumer (B2C) fully integrated campaigns.

Local

The Agency(s) will need to have the ability to provide services through their established network of local suppliers and agencies, providing market knowledge and understanding of the local context. This includes the ability to produce content tailored to and in local language, and to work in a streamlined way with global leads. The required local services may expand throughout the duration of the agreement and therefore the Agency(s) may be required to expand their network and/or appointed subcontractors to deliver Client requirements.

In-market agencies must have the ability to legally deliver Client requirements and to be paid by the UK Government with any international payments being raised in UK Pounds Sterling.

Global

The Agency(s) will need to have the ability to provide an international perspective and create globally applicable outputs, utilising a global network with the ability to test and produce content for these markets. Language capability will also be crucial to both test and produce content aimed at international audiences.

Regional

The Agency(s) will also need to have the capability to implement and deliver in all 4 nations - England, Wales, Scotland and Northern Ireland.

1.3. Fulfilment Services

Clients will have the flexibility within this Framework Contract to:

- a) appoint a Creative Agency under Lot 1 to deliver all services outlined in sections 1.5-1.13 to provide full end to end campaign delivery
- b) decouple requirements listed in 1.13 of this Lot - Content Creation, Versioning and Distribution and to appoint Lot 3 Agency for these services

Agency(s) within this Lot must have the ability to provide all of the following service categories between sections 1.5-1.13.

If an Agency is required by the Client to provide full end to end campaign delivery as part of Lot 1, they must have the ability to upload content to the digital asset management platform, provided by the appointed Lot 3 appointed Agency.

If Agency(s) are providing creative services, up to the creation of a master asset and handing over to the Content Versioning and Distribution Agency under Lot 3, they must ensure all usage rights, licensing and clearance for content has been undertaken and is uploaded into the digital asset management platform, provided by the appointed Lot 3 provider.

Agency(s) must have the ability to integrate with the Clients tech platforms securely, either their own or via an outsourced model.

Agency(s) must work collaboratively with all other Client Agency Partners to deliver best campaign and communications outcomes. They must work with the Client to establish clear handoff points, if required, between themselves and any other Agency i.e. communications strategy and planning, content versioning and fulfilment etc.

1.4. Out of Scope

Agency(s) are expressly prohibited from providing or subcontracting any Strategic Media Planning, Media Planning services or Paid Media Buying services under this Lot or from entering into agreements with Media Planning agencies for fulfillment of a client requirement under this Lot, that would have the effect to circumvent the designated award procedures under Lot 2 Media Strategy and Planning.

Services

1.5. Communications Strategy Development and Consultancy Services

This scope and specification has been developed to clearly define the expectations of the Agency under this requirement and the Media Planning Agency in the delivery of a joined up communications strategy.

There should be a shared responsibility between the Agency under this requirement and the Media Planning Agency on the delivery of a joined up communications strategy across media and creative. The Agency is encouraged to collaborate as early as possible with the Media Planning Agency so that there is alignment and synergy between their two outputs. Ideally the output of the Agency under this requirement and the Media Manning Agency should be derived from the same underlying research, analysis and insights and be presented together as a single joined up communications strategy document or plan.

The output of the Creative Agency under this Lot in relation to a joined up communications strategy should be a creative and content strategy as well as a creative brief.

The Agency(s) under this Lot will be responsible for compiling the joined up communications strategy with suitable input from the Clients appointed Media Planning Agency.

The Agency(s) under this Lot will be responsible for providing comprehensive communications strategy products, across all Client requirements including but not limited to:

- Provision of detailed reports and recommendations including but not limited to settings Key Performance Indicators and Objectives for communications focusing on outcomes (KPIs and Objectives for Media shall be set by the Media Planning Agency)
- Marketing insights, competitor and context analysis
- Target audience identification, insights and analysis
- Strategic horizon scanning
- Trend forecasting including exploration of macro trends
- Behavioural analysis and modelling, including social psychology and neuroscience
- Insight generation

- Strategic planning of content/messaging (not to include media/channel planning)
- Stakeholder analysis, mapping and strategy
- Customer journey mapping (including relevant trends)
- Strategic brand development and architecture - consultancy to shape and grow the Government master brands

The Agency(s) must have the ability to provide specialist advice and consultancy across a wide range of communications areas. Agency(s) will also be required to offer new and innovative ideas and consultancy on subjects including but not limited to:

- Thought leadership
- Behavioural science
- Research Stimulus
- Neuroscience
- Audience specialists (e.g. BME, children/youth etc) including underrepresented audiences
- International marketing and country branding
- Customer Experience (CX)
- Growth Consultancy

Strategic campaign development

1.6. Concept Development

The Agency(s) will be able to produce concepts and communications propositions across all channel options, developing and testing new communications ideas prior to production.

The agency will be able to provide:

- The development of creative propositions, inclusive of relevant research, undertaken by the Client's independent Research Agency
- Creative development across both art and copy including digital and AV
- Development of ideas, core messages and values

1.7. Data strategy and management

The Agency(s) will be capable of providing data services including but not limited to:

- Developing intelligent data strategies and harnessing data to drive effective campaign planning and delivery, using data held by the Client or in the Client Agency Partner platforms when appropriate
- Providing data science through methods, processes, algorithms, data mining, machine learning and other systems to extract knowledge and insights from data
- Data capture. Database build and management (data warehousing / CRM/ eCRM system build / Database interrogation). Any data capture must need to integrate and be shared with other agencies to avoid fragmentation of effective evaluation and targeting of government campaigns.
- Data management and data analysis (profiling / segmentation / predictive modelling / data mining / data formatting and cleansing / address management / management / maintenance of mailing lists including the development / manage permission controls)
- Data compliance. Using data effectively and ethically while ensuring full compliance with evolving data legislation, guidance and best practices. Innovative solutions to mitigate potential limitations created by changes to the regulatory landscape.

1.8. Creative & Design

The Agency(s) will be able to provide a full design service across all types of projects. Services will include but are not limited to:

- Creative direction and management to ensure solution returns on brief
- Developing design concepts suitable across all media channels and formats
- Typesetting, proofing and pagination
- Liaison with printers/print managers
- Developing brand propositions, inclusive of relevant research
- Provide brand guardianship across all creative development and production
- Designing brand identity, brand architecture including guidelines, logo, core messages, IPR and trade-marking
- Evolving and developing
- Defining brand values
- Developing/producing multi-channel brand guidelines
- Developing and producing AV content

1.9. Campaign Delivery

The Agency(s) will be able to offer integrated campaign management and delivery for smaller scale campaigns, both directly as a sole agency and working on behalf of the Client to project manage a group of agencies. Services will include but are not limited to:

- Account management across multi-channel campaigns
- Working with owned and earned channels
- Considering and working with Client specific comms i.e. government speeches and communications
- Client reporting and management information
- Campaign effectiveness measurement

1.10. Public Relations

The Agency(s) will be capable of providing Public Relations services and products either as a sole service element or bringing together different elements into one service. Services will include but are not limited to:

- The development of PR themes, strategies, plans and tactics across relevant campaigns
- The implementation of campaign PR activity, online and offline (uniquely or in conjunction with other Suppliers working on the same campaign)
- Message definition and articulation
- Press release writing, distribution and interaction with relevant journalists and media channels
- Content development management (seeding & syndication, blogging, social networks, video-sharing, forums)
- User communities – build, manage, and respond
- Reputation management (listening, monitoring)
- Crisis planning and communications
- Management of key opinion leaders/opinion-formers
- Toolkits for partner and stakeholder use
- Integration with local and regional networks
- Spokesperson management
- Celebrity recruitment and management
- Influencer marketing
- Ability to manage both consumer and policy aspects of activity

1.11. Direct Marketing

The Agency(s) will be capable of providing all aspects of Direct Marketing services and products, developing, creating and executing all elements of online and offline direct marketing campaigns. We expect the agency to adhere to the Data and Marketing Association Code of Conduct as best practice. Services will include but are not limited to:

- DM campaign planning
- Customer journey mapping (including relevant trends)
- Creative development (online and offline)
- Content creation
- Field marketing (strategic and tactical projects)
- Ability to sell and buy accurate mailing lists
- Inbound and outbound mail
- Email build. Inbound and outbound email broadcast. Design of emails
- Short Message Service (SMS)/ Multimedia Messaging Service (MMS) email marketing
- Analysis
- Multi-variant testing

1.12. Digital Marketing and Social Media

The Agency(s) will be capable of providing digital marketing services and products both as sole services/products and to integrate with wider campaigns. In addition to the creation of specific products, the agency shall be capable of managing all aspects of production for all digital platforms. For the avoidance of doubt, this does not include buying of digital and/or social media. Services will include but are not limited to:

- Web design, development and build
- Content creation and management (including Information Architecture)
- Digital Advertising (standard, rich media, video and mobile)
- Message Service (SMS) / Multimedia Messaging Service (MMS)
- Search Engine Optimisation (SEO)
- Usability testing
- Social media execution/implementation for current and emerging social channels
- Viral marketing
- Electronic Customer Relationship Management (eCRM) / loyalty Interactive content and solutions
- Data and analysis
- Customer journey integration
- Ongoing optimisation and evaluation

1.13. Content Creation, Versioning and Distribution

The Agency(s) will be able to offer development and production services including but not limited to:

- Moving picture - video – including promotional films, online (viral) content, interviews and informational/executional videos
- Sound – including producing radio fillers, podcasts, editorial for broadcast
- Graphics
- Animation
- Photography
- Virtual and Augmented Reality

The Agency(s) will be capable of providing a wide range of editorial services across multiple media, including but not limited to:

- Copywriting for advertising
- Copy production for leaflets, booklets, annual reports etc
- Copy checking
- Writing for specialist audiences (e.g. technical writing, including writing for those with learning difficulties)

The Agency(s) will be able to provide photography and videography services including but not limited to:

- Creative photography and videography for advertising and print
- Portraiture
- Photography and videography of official visits and events (including VIP events)
- Photography and videography to create an official record
- Photography and videography of large scale infrastructure, including aerial photography when appropriate

The Agency(s) will have the ability to provide translation and transcreation services across a variety of different formats. Services include but are not limited to:

- Translation Services including a translation management system
- Transcreation Services

- Terminology and translation memory and glossaries
- Cultural insight and consultation
- Validation
- Editing, reviewing and copywriting

The Agency(s) will need to have the ability to provide playout and distribution services to manage cross media delivery of assets to either the broadcasters, to the media agency or to digital delivery platforms. Services will include but are not limited to:

- Ensuring through automated processes that formatting is correct for every channel, media owner and platform
- Ensuring content meets regulatory requirements
- High quality broadcast-grade transcoding from original masters and instant quality checks
- Ensuring secure delivery of ads from a single platform
- Enabling full visibility of ads for Clients before, during and after campaigns go live

Potential Additional Services:

1.14. Partnerships

The Agency(s) will be able to provide partnership services domestically and internationally. Services will include but are not limited to:

- management of one-off partner programmes
- including high profile partners (individuals and institutions)
- management of bespoke or highly technical partnership programmes
- implementation and leveraging partner activity
- designing and managing partner acquisition and retention programmes
- working with media owners to generate content and programming for mutual benefit
- sponsorship consultancy and strategy development
- implementation and communication of sponsorship activity
- Brokering, building and managing strategic partnerships

1.15. Events and Experiential

The Agency(s) will be able to deliver events and experiential services where part of an integrated campaign. Events services should not be sourced as a standalone requirement from this Lot, but instead should go to Lot 5 - Events.

Services included for events as part of a marketing campaign include but are not limited to:

- Event design and production (technical services)
- Event, exhibition and conference design & production, including stage and stand design, build and installation
- Management of paying events, including financial reconciliation
- Project planning and management including budgetary management
- Provision of delegate acquisition and delegate management services
- Provision of on-site resource to manage and coordinate events
- Venue sourcing, contracting and management
- Design, installation and management of AV systems for events of varying sizes
- Implementation of online event technical services
- Provision of laptops, tablet computers, touch screen style devices
- Design and production of display stands and similar equipment
- Artwork for a broad range of digital assets including but not limited to: delegate badges, invitations, menus, place cards, meeting desk numbers, seating plans, delegate directory both digital and physical, banners (pull-up, large hanging), directorial signage, wall wraps, large artwork for digital screens, digital banners such as email signatures
- Integrated designers; Infographics, presentations, brand guidelines, toolkits, logos, collateral, events stand, animation, illustration

Experiential marketing services may be required by clients with requirements who need to raise awareness and drive behaviour change etc. These services will include but are not limited to B2B and B2C:

- Brand Activation
- Product Sampling
- Experiential Events
- Brand Experiences

Lot 2 - Media Strategy and Planning

Core Services

There are two core overarching service types within this Lot and an Agency can be appointed to provide either of the following :-

1. Media Planning - Meeting the media planning requirements of a specific department and developing a media strategy which fits within a joined up communications strategy
2. Strategic Media Planning - Meeting the media planning requirements related to an overarching strategy or theme that spans across multiple departments and/or multiple campaigns.

The appointed Agency is expected to work collaboratively with the Client's appointed creative agency to ensure a best in class and joined up communications strategy is delivered. There should be a shared responsibility between the creative agency and the Agency under this requirement for the delivery of a communications strategy which takes a solution-neutral approach to the best mix of paid, owned and earned media and creative assets. The Agency is encouraged to collaborate as early as possible with the appointed creative agency so that there is alignment and synergy between their two outputs and ideally both are presented together as a single communications strategy document.

The Agency appointed through this Lot is scoped to provide the component requirements detailed below either individually or together as a single scope of work, on a project basis or on a retainer basis both internationally and domestically according to the specific requirements of the Client and agency capabilities.

The component requirements for both service types are underpinned by five key focus areas:-

- 1. Outcomes, Optimisation & Objectives**
- 2. Audience Insight and Development**
- 3. Problem Solving and Strategy development**
- 4. Talent and Talent Development**
- 5. Democratisation of Data**

1. **Media Planning** - Meeting the media planning requirements of a specific department, and contributing a media strategy to a joined up communications strategy :-

- 1.1. **Outcomes, Optimisation & Objectives.** The Agency will produce a media strategy that will meet the Client's desired Outcomes and Optimise that strategy over the campaign, fiscal year or term of the Call-Off Contract depending on the Client's requirements. As part of this the Agency will set Objectives for paid, owned and earned media channels that have a demonstrable link back to the Outcomes. At the end of the relevant period the Agency will conduct a review with the client of the effectiveness of its media strategy. The Agency will take into consideration any available learnings from previous activities or available post campaign reports. The specifications of this scope includes but is not limited to the following :-
- 1.1.1. **Drafting and iterating to finalise a media strategy document(s) that is aligned with the Client's communications strategy.** Refining and amending that media strategy document, as needed throughout the course of the campaign, fiscal year or term of the Call-Off Contract depending on Client requirements and presenting that strategy and any subsequent amends to the Client at relevant intervals over the term of the Client requirements.
- 1.1.2. **Drafting and iterating to finalise a document detailing Paid media channels, flighting, frequency and budgetary recommendations taking into consideration available Owned and Earned media opportunities** and any range of scenarios as briefed by the Client. Recommendations shall be appropriately annotated with references to sources. This can be included in (2.1). This does not extend to include implementational planning or media plan development which is ordinarily completed by the Media Buying Agency.
- 1.1.3. **Comprehensively completing a media buying brief template that will suitably brief the media buying agency on the media activation requirements of the Client.** When a media plan(s) is subsequently produced from that media buying brief, the Agency shall inspect a version of that media plan(s) with redacted agency pricing details and update the media buying brief to include commentary on the degree to which the media plan has met the buying brief's objectives. This shall be done in collaboration with the Media Buying Agency and must be shared with the Media Buying Agency for visibility in advance of being shared with the Client. The Client can choose to inspect the media plans and add the commentary themselves, should this be the case they must expressly communicate this to both the Agency and the Media Buying Agency.

- 1.1.4. **Suitably collaborating with the media buying agency** during the planning stage to ensure that recommendations are being made which can be implemented at the buying stage.
- 1.1.5. **Being capable of providing suitable International media planning services** including but not limited to regional insights reporting, analysis and local and hyper local media planning capabilities.
- 1.2. **Audience Insight and Development** The Agency is required to take an innovative approach to audiences. This includes but is not limited to:-
 - 1.2.1. **Developing and monitoring on an ongoing basis target audience(s) for all types of campaign objectives** including providing initial insights, tracking and reporting on any substantial changes to audience size, profile or media consumption habits over the course of the Clients' requirements.
 - 1.2.2. **Ensuring audience recommendations** are specific to the requirements of the brief but suitable to be actioned against across paid, owned and earned media and ensures that audience insight and development are based on valid data and insight points
 - 1.2.3. **Compiling and providing insights** into media consumption or trends amongst, within or concerning audiences, geographic regions, events, occasions, seasons and issues according the requirements of the brief on both a domestic and international basis
 - 1.2.4. **Providing a non-static view of audiences** and one that accepts that an audience's traits and composition may change over time including over the duration of a campaign.
 - 1.2.5. **Take into consideration all and any** inaccuracies, margin of errors, ethics and biases in any data and insight points used.
- 1.3. **Problem Solving and Strategy development** The Agency is required, at all times, to provide world class thinking and problem solving capabilities through the use of paid, owned and earned media channels and demonstrate this through the development of strategies. This includes but is not limited to:

- 1.3.1. **Making relevant recommendations on media strategy for reaching minority groups, emerging audiences,** hard to reach audience groups and taking into account regionality (both domestically and internationally), popular public discourse and prevailing society or global issues in an impartial manner.
- 1.3.2. **Clearly demonstrating use of data and analytics to justify relevant initial investment recommendations** and any subsequent amends. Investment recommendations made based on ingenuity should include a rationale and an explanation of assumptions made where data or analytics is not available.
- 1.3.3. **Being proactive in introducing innovative ideas** that meet the Client's current requirements as well as any future ones the Agency anticipates.
- 1.3.4. **Fostering a culture of creativity, creative thinking and creative approaches** to solving problems from its Leadership through to the rest of the talent working on the Client's account.
- 1.3.5. **Maintaining procedures, routines and templates** that help free and optimise creative output to focusing on problem solving.
- 1.3.6. **Providing a diversity in thought, approach, experience and background** to ensure a plethora of ideas are brought to the table.
- 1.3.7. **Staying abreast of popular culture,** discourse, events, regional, domestic and international issues, occasion and technological developments.
- 1.3.8. **Suitably documenting and presenting ideas and recommendations** in the most effective formats and tone, taking into consideration its audience.
- 1.3.9. **Taking an iterative and continuous improvement approach** to media strategy development and media planning.

- 1.3.10. **Providing recommendations for government departments to sponsor and promote content beyond paid bought media** across a number of channels such as TV, radio, press, events (e.g. arts, sports, awards) and digital platforms. This recommendation should be shared with the media buying partner who will conduct all required commercial negotiation including initial negotiations with the suppliers prior to Client sign off.
- 1.4. **Talent and Talent Development** The Agency is required at all times to provide access to the suitable talent that reflects a diversity in thought, approach, experience and background. This includes but is not limited to:
 - 1.4.1. deploying talent to best suit the Clients requirements
 - 1.4.2. retaining suitable talent working on the Client's requirements
 - 1.4.3. Actively developing talent over the duration of the Framework Contract
 - 1.4.4. maintaining a motivated pool of talent and appropriately managing performance.
- 1.5. **Democratisation of Data and Information** Subject to the relevant confidential terms in the Framework Contract or Call-Off Contract and with the expressed permission of the Client, the Agency is encouraged at all times to make all deliverables produced and non confidential data available to Third Party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this scope the Agency should be:
 - 1.5.1.1. **Leading the paid, owned and earned media post campaign appraisal** with support and cooperation from the Media Buying Agency and its component account management, implementational planning and effectiveness resources as well as any other agency involved in the implementation of media recommendations across paid, owned and earned. Including presenting back to the Client at the end of the relevant period the effectiveness of the Agency's owned media strategy recommendation(s) and any learnings or action points.
 - 1.5.1.2. **Collaborating with and sharing information and insights** where required with both the Client, Creative, Media Buying and Research Agency(s).

- 1.5.1.3. **Supporting the Media Buying Agency and any other Agency involved in the activation of paid, owned and earned media** with the activation of campaigns so far as is within scope and reasonably required to deliver the media strategy recommendations.
 - 1.5.1.4. **Take data protection compliance** into consideration in any recommendations put forward
2. **Strategic Media Planning** - Meeting the media planning requirements related to an overarching strategy or theme that spans across multiple Clients and/or multiple campaigns.
- 2.1. **Outcomes, Optimisation & Objectives.** The Agency will produce an overarching media and media investment strategy that will clearly define how paid, owned and earned media can be used to meet the Client's strategic cross departmental objectives and provide recommendations on further segmentation of those objectives into marketing campaigns to be implemented within a theme, sub-strategy, campaign(s), programme(s), project(s), department or grouping of departments:
- 2.1.1. **Drafting and iterating to finalisation a strategic media strategy document(s) that is aligned with the Client's Outcome** refining and amending the strategic media strategy document, as needed throughout the course of a, fiscal, calendar year or longer time period depending on Client requirements, and presenting the strategy and any subsequent amends required by the Client, at relevant intervals over the term of the Clients contract.
 - 2.1.2. **Drafting and iterating to finalisation a document detailing key paid, owned and earned media investment recommendations** including but not limited to horizon scanning and signposting overarching media investments, partnerships, sponsorships, projects, programmes and other opportunities that will aid in achieving the Clients overarching outcomes.

- 2.1.3. **Comprehensively compiling a document(s) that can be disseminated to all departments and third party suppliers** that can facilitate required consistency and synergy in objectives and approaches to media within marketing campaigns implemented beneath a theme, sub-strategy, campaign(s), programme(s), project(s), department or grouping of department. This document should include a glossary and define any shared terms, abbreviations, formulas, shorthands or calculations relevant for all parties that may contribute to the Outcome
- 2.1.4. **Providing an indicative budget recommendation and options for mid to long term paid, owned and earned media investments required across the Client's organisation.** This should be to meet the overarching outcomes within the designated period for the overarching theme. This should include working with the Media Buying Agency on paid media channel recommendation(s).
- 2.2. **Audience Insight and Development.** The Agency is required to lead in the identification, development and adoption of relevant audiences. This analysis should provide key segmentations and combinations of the relevant audience data to not only build a full picture of what each segmentation represents and how it should be applied to Client campaigns and their implementation and activation.
 - 2.2.1. **Provide a high level target audience(s)** recommendation. This should specifically identify some of the key overarching audience groups that may be integral to achieving the outcome, briefly outline key relevant attributes and traits and refer to any relevant events, occasions or other media opportunities to reach these audiences over the relevant duration.
 - 2.2.2. **Take into consideration all and any** inaccuracies, margin of errors, ethics and biases in any data and insight points used.
- 2.3. **Problem Solving and Strategy development.** The Agency is required to provide world class thinking and problem solving capabilities through the use of paid, owned and earned media channels and demonstrate this through the development of effective and sustainable mid to long term strategies. This includes but is not limited to:

- 2.3.1. **Providing a compelling overarching strategy to deliver outcomes that take into full consideration the breadth of paid, owned and earned media opportunities available to a Client and all of its component departments.** This may include recommendations on the segmentation of the strategy itself as well as signposting any required collaborations amongst third party Agencies and departments.
- 2.3.2. **Providing a high level insight of a sector, category, market, region or subject matter** that provides evidence based insights and should include relevant statistics, figures and anecdotal information and commentary from reputable sources.
- 2.3.3. **Suitably references developments in relevant media or audience approaches, concepts, strategies or tactics used in both the public and private sector** and detailing the learnings that can be adopted from them
- 2.4. **Talent and Talent Development** The Agency is required at all times to provide access to highly experienced leaders in media strategy development and investment that are able to provide a diversity in thought, approach, experience and background. This includes but is not limited to :-
 - 2.4.1. Having talent suitably experienced in producing strategic deliverables than span across multiple departments of and organisation
 - 2.4.2. Having talent with the necessary personal skills and attributes to engage persuasively with senior stakeholders within an organisation
- 2.5. **Democratisation of Data and Information.** Subject to the relevant confidential terms in the Framework Contract or Client Call-Off Contract and with the expressed permission of the Client, the Agency is encouraged at all times to make all deliverables produced and non confidential data available to Third Party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this scope The Agency should:
 - 2.5.1. **Outline the key pieces of information and/or data required** to implement and monitor the effectiveness of the overarching strategy as well as define the required flow of relevant information and data between any Client departments and third party Agencies, including itself.

.Lot 3 - Content Versioning & Distribution

2. Core Services

CCS appointed Framework Agencies and the Agency appointed under this Lot will be required to coordinate with multiple stakeholders and Clients across central government, government arms length bodies and the wider public sector.

The intention of this Lot is to allow Clients to put in place a direct relationship with an Agency who will manage their fulfilment requirements and if required, access to a Digital Asset Management Storage system.

Requirements will include but are not limited to translation, transcreation, versioning services, all playout & distribution of assets to media, as well as delivering at pace lower value adding creative tasks and content e.g. social content development and deployment, executing creative optimisation etc.

This does not include the core services that will be delivered by the end to end campaign solutions Agency(s) under Lot 1:

- Communications Strategy Development and Consultancy Services
- Concept Development

The Agency will need to have the ability to provide a Digital Asset Management (DAM) platform that enables access to all Clients and their Agency Partners. This platform must be fully compliant with UK GDPR and all other relevant data protection legislation and best practises.

Account Management support for individual Clients will be defined at Call-Off Contract stage. Each of these Clients will also define their requirements for specific briefs including but not limited to; license periods, content clearance, image manipulations, usage rights, take down rights and commercial models.

2.1. Production

The Agency will be able to offer low complex production services including but not limited to:

- Moving picture - video – including promotional films, online (viral) content, interviews etc
- Sound – including producing radio fillers, podcasts, editorial for broadcast
- Graphics
- Photography
- Virtual and Augmented Reality
- Social media content

2.2. Translation and Transcreation

The Agency will have the ability to provide translation and transcreation services across a variety of different formats. Services include but are not limited to:

- Translation Services including a translation management system
- Transcreation Services
- Terminology and translation memory and glossaries
- Cultural insight and consultation
- Validation
- Editing, reviewing and copywriting

Translation Agencies must have the capability to work effectively with the Client's Creative end-to-end agencies, to ensure they have the correct design and artworking capabilities in order to execute translations into adverts, where required. For example this would include access to fonts and the ability to build digital banners so correct typesetting for languages can be undertaken in the artwork files.

The markets for translation services will include but are not limited to:

Domestic campaign translation:

- Welsh
- Arabic
- Bengali
- Chinese
- Gujarati
- Hindi
- Panjabi
- Polish
- Romanian
- Somali
- Slovakian
- Urdu

International campaign translation:

- Africa – South Africa, Nigeria, Ghana, Kenya, Ethiopia, Egypt, Morocco, Tunisian Arabic, French (Mali, Senegal, Côte D’Ivoire).
- Asia Pacific – Japan, Australia, New Zealand, South Korea, Taiwan, Malaysia, Philippines and Singapore.
- China & Hong Kong
- Europe
- EECAN – Georgia, Turkey, Russia, Ukraine, Uzbekistan and Kazakhstan.
- LATAC – Brazil, El Salvador, Mexico & Colombia.
- MEAP – Gulf Markets - Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the UAE.
- North America – USA and Canada
- South Asia – India.

Language translation requirements include but are not limited to the following:

Europe

- Denmark - Dansk
- France - Français
- Germany - Deutsch
- Italy - Italiano
- Netherlands - Netherlands
- Norway - Bokmål
- Russia - Русский
- Spain - Español
- Sweden - Svenska
- Switzerland - Deutsch, Français, Netherlands
- Belgium - Deutsch, Français, Netherlands
- Lithuanian - Lietuvis
- Polish - Polskie
- Estonian - Eesti Keel
- Finnish - Suomalainen
- Ukrainian - український

Asia Pacific

- Australia - English
- China - 中文 / Zhōngwén
- India - English
- Japan - 日本人 / Nihonjin
- Korea - 한국어 / hangug-eo
- Hong Kong – 广东话 / Guǎngdōng huà

The Americas

- Brasil - Português
- Canada - English, French Canadian
- USA - English
- Mexico - Español

Other Countries

- Global - English
- Middle East - الشرق الأوسط / English

2.3. Versioning and Adaptation

These services will be provided to a variety of Clients across a variety of formats, including but not limited to:

- Photography
- Videography
- Animation
- Logos
- Infographics
- Music
- Audio
- Documents

These assets will be distributed to the Client's Media Buying Agency to place across a variety of different channels including but not limited to:

- | | |
|--------------------------|-----------------------|
| ● Print – National Press | ● Pay-per-click (PPC) |
| ● Print – Local Press | ● In-app |

- Print – Consumer
- Print – Trade Press
- Print – Financial Press
- Print – Recruitment
- Print – Magazine
- Print – Specialist Titles
- Digital Radio
- Radio
- TV
- Regional TV
- Out of Home (OOH)
- Out of Home (OOH) Digital
- Digital Display
- Experiential
- Direct Mail
- Email Marketing
- SMS Marketing
- Smart TV/Games Console
- Cinema
- Telemarketing
- Content Marketing
- Search Engines
- Voice and Audio Services
- Sponsorship
- Recruitment Channels/Job Boards
- Emerging Channels as required (e.g. AI, VR)
- Addressable Media (including TV)
- Regional media
- Vod/AdSmart
- Hyper Local Media

2.4. Playout and Distribution

The Agency will need to have the ability to provide playout and distribution services to manage cross media delivery of assets to either the broadcasters, to the Media Buying Agency or to digital delivery platforms.

This will include but is not limited to:

- Ensuring through automated processed that formatting is correct for every channel, media owner and platform
- Ensuring content meets regulatory requirements
- High quality broadcast-grade transcoding from original masters and instant quality checks
- Ensuring secure delivery of ads from a single platform
- Enabling full visibility of ads for Clients before, during and after campaigns go live

2.5. Digital Asset Management (DAM)

The Agency will need to have the ability to provide a digital asset management platform that enables access to all Clients and their Agency Partners.

Her Majesty's Government (HMG) data and analytics infrastructure is currently built upon Amazon Web Services (AWS) Cloud Infrastructure and Tableau Server, which agencies will need to have the technical capability to work and integrate with securely, to share HMG data if requested.

Other central government and wider public sector Client data sharing requirements may differ. The Agency will need to have the ability to integrate with future and current infrastructures.

The Agency will need the technical ability to directly and securely share/transfer data to such systems upon request, through secure means, for example: direct API connections or automated data transfer services.

The DAM should enable Clients to streamline their content creation from the first draft to final approval via the Agency's workflow processes and tools. Clients should be able to easily collaborate and communicate with both internal departments and external agencies, so they can speed up content creation from start to finish, while making sure reviews and approvals are clear and straightforward for all involved stakeholders.

The DAM must have the ability to deliver:

- Advanced search capabilities and filters - to enable Clients to look for the content in a quick and efficient manner.
- Consistent brand image - to ensure all assets are up to date as changes are made to them.
- Controlled access - to ensure control of access for individual Clients, including tracking on editing, uploading, downloading etc.
- Metadata capabilities - to ensure efficient storage and embedding of information about each of the files and assets, including original, copyright, technical specifications, and any keywords associated with it.

Client requirements will differ and the Agency may be required to work with Clients providing the below DAM services, including but not limited to:

- A DAM Storage platform only
- A DAM storage platform and distribution of assets to media
- DAM storage, distribution of assets and integrated workflow

Additional requirements include but are not limited to:

2.5.1. Usability and Workflow

- Access to the platform anywhere - fully mobile and web-based

- No limit on the number of users and/or Clients to the DAM
- Real-time view of campaign delivery process
- The ability to input Client briefs, track progress and asset creation from work in progress to final approval
- Simultaneous access to multiple stakeholders with various controls i.e. approver access, viewer access
- Version control, multiple display options, comment and approval functionality
- Configuration for approvers and stakeholders across individual business areas with multi layers approvals i.e stage 1 approver, stage 2 approver
- The ability to track project audit trails and change tracking
- Hierarchical, linear or custom stakeholder set up - Users should have different permissions for viewing, sharing, uploading, and downloading
- Support the viewing of a variety of file formats
- Multi-platform compatibility
- The ability to collect assets in a centralised library or location and classify them into user-created groups (such as collating by an asset's creator, date of creation, or type of content)
- The ability to efficiently search the asset database to locate the content. Assets should be searchable by multiple methods, including keywords, metadata, and category hierarchies
- Users must be able to share assets via a direct link or a downloadable ZIP file
- The DAM must have a robust version control system that saves the history of modifications to each asset, and allows you to revert to previous versions
- Workflow - Manage work in process and streamline collaboration, reviews, and approvals
- The ability to annotate assets within the platform

2.5.2. Content Usage Tracking and Rights

The platform must have the ability to provide the below requirements, including but not limited to:

- Content usage tracking - this includes usage rights capability that enables users to tag assets with relevant usage rights details using industry standard templates, as well as storing associated contracts against the asset.
- The ability to lockdown assets following expiry to prevent any breach of usage rights. This should prevent the asset from being shared, downloaded or importantly published to media, with clear visual representation of expiry.
- Notification of asset expiry and unpublishing of expired assets
- Media filters on assets library

Usage rights requirements for Clients will vary and will include adding overall detail around how the assets should be controlled and how usage rights should be applied. Requirements may include but are not limited to:

- Countries – Tagging the country that content can be used in
- Media Types – Tagging the media channel in which the content can be used e.g. TV, Social, OOH etc.
- Music – Tagging the different types of music track that feature and associated details
- Visual Talent – Tagging the talent that feature in the content e.g. Regular Talent, Celebrities etc along with all associated details:

● Voice Over (VO) Artist – Tagging the VO artist that features in the content and all associated details. Allowing multiple VO's to be added.

Throughout the duration of the agreement, Clients accessing services through this Lot reserve the right to retrieve and transfer all assets and data from the Agency(s) DAM system at no cost. This includes the right to transfer and migrate all data and assets to another DAM, either directly purchased or built by the Client, another Government Department or the Authority (CCS).

2.5.3. Account Management

Account management requirements will be fully defined within the Client Call-Off Contract however services at Framework Contract level should include but is not limited to:

- Fully inclusive technical support
- A key point of contact for escalation purposes

The Agency will be required to provide CCS with login rights for appropriate read only and where required, administrative access to all advertising technology platforms used to service the Client's brief.

2.5.4. Data Security and Compliance

- A disaster recovery and business continuity plan in place with periodic testing
- An appointed Data Protection Officer (DPO)
- An GDPR strategy and plan
- Capability to amend a user details across the set of records
- Capability to search and retrieve against a user's name within the system, and retrieve all records containing that name
- System capability to allow the information to be restricted
- System capability to allow the Agency to erase information about an individual upon request
- The ability to report any GDPR breaches to a Client and CCS within 24 hours
- AES 256 Encryption algorithm to protect data at rest and in transit

- The DAM will need the technical ability to directly and securely share/transfer HMG data to HMG systems upon request, through secure means, for example: direct API connections or automated data transfer services
- By default, HMG users from one government department should not have access to data for another department.

2.5.4.1. Accreditation

The Agency must already have in place or have the ability to put in place the below accreditation:

- Independent SOC 2 test
- ISO 27001, ISO 9001, ISO 14001, ISO 22301 accreditation
- Independent Application Penetration test
- Independent Network Penetration test
- Cyber essentials

Lot 4 - Stock Imagery, Footage and Sound

3. Core Services

The Agency within this Lot must have the ability to source and/or provide stock imagery, footage and sound libraries for government and wider public sector Clients accessing this agreement. This includes managing the rights associated with any materials supplied to the Client.

The Agency will be required to interact with a wide range of stakeholders from different sectors and assets will be used both domestically and internationally and across a range of formats including but not limited to:

Paid Media Advertising

- Print
- Moving Image
- OOH
- TV
- Cinema
- On-Line

Owned Media

- Government/Client Websites

Editorial content

- Print
- Moving Image
- On-line

Educational collateral

- Print
- Moving Image
- On-line

Where relevant, the Agency must make recommendations to Clients which will enable them to achieve best value for money through buying of Stock Imagery, Footage and Sound through this Lot.

Where one provider is unable to provide all services, CCS will accept consortium proposals. Under this agreement, there is a requirement for a Lead Agency for contractual purposes. There should not be a premium attached to any proposal involving more than one party and full transparency regarding the cost of account management of the services is required.

3.1. Account Management

Account management requirements will be fully defined within the Client Call-Off Contract however services at Framework Contract level should include but are not limited to:

- Fully inclusive technical support
- A key point of contact for escalation purposes

3.2. Services

The Agency will need to deliver different service options including but not limited to:

- A managed service for complex requests
- As a self-serve agency for Clients who have less complex requirements
- A variety of subscription models for different Clients
- Different levels of account management according to subscription models

Additional services for Clients may include but are not limited to:

- Account Management Services
- Rights Clearance
- Rights Management
- Library Search service - automated metadata, automated AI, web based
- Technical support eg. resizing and retouching
- Delivery/upload to Client DAM system, Client or Publisher

3.3. Stock Imagery, Footage and Sound Assets

The Agency will be required to provide stock assets including but not limited to:

- Royalty Free images
- Royalty Free footage
- Rights Managed images
- Rights Managed footage
- Stock Images

- Stock Footage
- Licensed Catalogue/Music Library
- Royalty Free/Out of Copyright - Music Library recordings of public domain works

The Agency may be required to provide original music, if specified by the Client. This is likely to represent a relatively small part of the scope and high value original music or licensed music tracks shall be managed by the Client's Creative Agency.

3.4. Usage Rights and Asset Management

Usage rights requirements for Clients will vary and will include adding overall detail around how the assets should be controlled and how usage rights should be applied.

Clients may require music for the widest range of uses from broadcast to public events, and government internal meetings both in the UK and overseas.

HMG may also look for strategic advice on how to most efficiently centralise and use the music they have licensed across the various Clients.

Additional services in this area may include but are not limited to:

- Providing briefing templates for rights management to the Clients including all potential usage options
- Responsibility for managing the Rights of all materials submitted to and purchased by the Client
- Clarity of definitions around usage rights and management of the risks of infringement

The Agency must have the ability to comply with the Client preferred way of asset management. This will include but is not limited to:

- uploading content to the digital asset management platform, provided by the appointed Lot 3 appointed Agency
- uploading content to the Client specified digital asset management platform
- extraction of assets in a compliant way

3.5. Creative Support

Clients may require creative and editing services for the Stock Imagery, Footage and Sound sourced through this Lot. The Agency is required to provide access to the suitable talent for these services. This includes but is not limited to:

- deploying talent to best suit the Clients requirements
- retaining suitable talent working on the Client's requirements
- Actively developing talent over the duration of the Framework Contract
- maintaining a motivated pool of talent and appropriately managing performance.

Services within this area will include but are not limited to:

Stock Image and Footage:

- masking
- color correction
- pack shots
- changing pack labels
- clipping paths
- moving an image on a layer(s) or to another layer(s)
- scaling images
- extending for bleeds
- simple clean-up
- image resolution adjustments up or down
- batch-processing
- using actions, plug-ins, scripts and automation for general clean-up
- color modes changes
- other enhancements

Music and Sound:

- Studio mixing and editing of tracks

Lot 5 - Events

4. Core Services

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

Agencies will deliver the end to end strategy, development, production, management, delivery and evaluation of events. This may include but is not limited to global summits, major conferences, international trade shows and exhibitions, state visits, ceremonies, experiential and associated engagement activity.

Agencies must be able to orchestrate and manage different partners (either through CCS Framework partners, network, affiliates, associates and beyond) to deliver end to end solutions to provide the Client's event requirements in their entirety, including the ability to operate in a domestic and international capacity. This includes effectively managing the supply chain and all teams involved in the integrated event management process to fulfil the Client's specification with a focus on sustainable solutions.

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

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

Agencies are required to provide access to suitably experienced and qualified talent at all times. This includes attracting, deploying, retaining and developing talent to meet Client needs over the duration of the Framework Contract.

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

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

4.1. Strategy and Content

- End to end event advice, strategy, planning, design, delivery, management and production for high level, large scale national, international and global events in the UK and overseas
- Creative concept creation and implementation
- Content development, delivery and management
- Development, management and delivery of revenue generation strategy including but not limited to sponsorship, partnership, strategic activations, value in kind and missions and sale of tangible assets

4.2. Design and Management

- Design, build, installation and management
- Project planning and management
- Integrated marketing, communications and media activity to support events
- Supply and management of all equipment including office supplies, furniture, signage
- Management of stakeholders, sponsors, all event agencies and related parties
- Management of and liaison of protocols for VIPs including Heads of State, foreign dignitaries and entourages
- Delegate attraction, recruitment and management (registrations, data capture and insight) and communication
- Speaker / contributor recruitment and management
- Financial management including management of paying events, financial reconciliation, budget management, processing of grant payments
- Resource management - planning and delivery
- Security management
- Risk mitigation and management
- Quality control
- Customer relationship management (CRM)

4.3. Provision of Services and Products

- Provision of IT equipment including laptops, tablet computers, touch screen style devices, portable and all other devices
- Provision and management of all technical requirements including platforms and remote experience delivery such as mixed, augmented, virtual and extended reality
- Management of IT integration, security and governance
- Venue sourcing, contracting & management

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

4.4. Technical Requirements

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

4.5. Reporting and Evaluation

- Reporting (real time and post event), analysis and evaluation of events against objectives and KPIs, including delegate feedback

Framework Schedule 7 Call-Off Award Procedure

Part 1: Order Procedure

Overview

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

Client reserves the right not to award

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

How services will be bought

- 1.9. The Client shall award a Call-Off Contract in accordance with the Further Competition Procedure as set out in Clause 1.10 below or through a Direct Award as set out in Clause 1.12.
- 1.10. Further Competition Procedure
 - 1.10.1. Develop a Brief. The Client shall develop a Brief detailing what is needed from the Agency and the outcome that the Agency shall be required to deliver. As a minimum the Brief must include:
 - a) an outline of the business challenge/issue, including any known targets
 - b) details of any mandatory activities, channels or specialist services

that should be included within any proposed solution

- c) the evaluation method and criteria for assessing Framework Agencies against the Brief, based on the Further Competition Award Criteria together with a timetable for the evaluation Procedure
- d) a request for interested Framework Agencies to respond
- e) the Agency's Proposal due date.

1.10.2. The Client is advised but not mandated to include the below in the Brief:

- a) a budget range
- b) geographical location of work (if required)
- c) any security clearances needed
- d) a clarification period for Agencies to ask questions about the Brief. The time frame for this clarification period shall be outlined in the Brief
- e) any other information that the Client considers necessary to enable Agencies to submit a Proposal and a template Brief layout is attached as Annex A to this Schedule.

1.10.3. The Client is advised to engage with Framework Agencies before starting the below stages, including providing preliminary details of the requirement for Framework Agency feedback.

1.10.4. The Client shall undertake the required stage (Clause 1.10.4 Written Proposal) and may choose to undertake one or more of the optional stages set out below:

1.10.5. **Pre-Market Engagement (Recommended but Optional).** If a Client chooses to undertake pre-market engagement the Client:

- a) shall send the draft Brief to all Framework Agencies asking for a response for the purposes of assisting with market engagement, as detailed within the Brief
- b) may hold a market engagement event where they shall invite all Framework Agencies, in person or online, to develop the Brief
- c) may choose to update the Brief and re-issue the Brief to all Framework Agencies

1.10.6. Where a Client chooses to undertake pre-market engagement the Agency may respond to the Client. The response may include detail

about any industry developments which could affect the Client's business need.

1.10.7. **Agency Shortlisting (Recommended but Optional).** If a Client chooses to undertake Agency shortlisting the Client:

- a) shall send the Brief to all Framework Agencies.
- b) shall send questions relating to the requirements set out in the Brief to Framework Agencies which require a “Yes” or “No” response (the “Shortlisting Questions”) and shall indicate the timeframe in which these must be completed.
- c) shall only proceed with Framework Agencies that have responded ‘Yes’ to all the Shortlisting Questions to the next stage of the Procedure.

1.10.8. Where a Client chooses to undertake Agency shortlisting the Agency:

- a) shall respond to the Shortlisting Questions answering “Yes” or “No”.
- b) may be unable to proceed to the next stage where they have failed to answer the Shortlisting Questions or provided a “No” response.

1.10.9. **Written Proposal (Required).** The Client shall undertake the written Proposal stage for all Call-Off Contracts under this Framework Contract. The Client:

- a) shall send the Brief to all Framework Agencies (or only those shortlisted Agencies if the Client has undertaken Agency shortlisting under clause 1.10.7
- b) shall score the Agency’s Proposal against the evaluation method and scoring system outlined in the Brief.

1.10.10. During the undertaking of the written Proposal stage the Framework Agencies:

- a) shall submit their written Proposal in line with the requirements in the Client’s Brief including timeframe and format.
- b) shall be required to demonstrate how they will deliver the fully integrated solution, including whether the services will be delivered solely by their ‘in-house’ capability or whether they intend to Sub-Contract any element(s) of the Services delivering the solution. Where an Agency declares that it intends to Sub-Contract any element(s) of the Services, the Agency shall be required to clearly state in its response:
 - The name of the Sub-Contractor(s)
 - The Companies House Registration number of the Sub-

Contractor(s)

- The registered address of the Sub-Contractor(s) and the address of the premises from where the services will be delivered
- Details of the services that will be Sub-Contracted
- the estimated value of the work that will be Sub-Contracted

1.10.11. **Pre-Pitch Feedback (Recommended when including a pitch but Optional)** The Client may choose to undertake a pre-pitch feedback session with each of the Agencies invited to pitch, to provide feedback on the general direction of the Agency's high level creative approach. These take place before the pitch and are not evaluated.

1.10.12. **Pitch (Recommended but Optional).** If a Client chooses to undertake further shortlisting the Client shall:

- a) set out in the Brief sent to all Framework Agencies the evaluation method and scoring system to be used for shortlisting
- b) conduct a quality assessment of the written Proposal in line with the shortlisting evaluation method and scoring system outlined in the Brief
- c) only proceed with those Framework Agencies who have been successfully shortlisted in accordance with the evaluation method and scoring system outlined in the Brief.

1.10.13. Where a Client chooses to undertake further shortlisting the Agency shall address the shortlisting requirements in its written Proposal.

1.10.14. **Pitching the proposal (Recommended but Optional).** If the Client chooses to undertake a pitching stage, the Client shall:

- a) specify in the Brief that the written Proposal must be supported by a further submission in the form of:
 - a presentation;
 - a face to face pitch; or
 - such other submission as the Client may specify,
- b) score the Agency's further submission against the evaluation method and scoring system outlined in the Brief, and

1.10.15. If the Client chooses to undertake a pitching stage, the Agency shall provide the further submission in accordance with the requirements in the Client's Brief.

1.10.16. The Client shall ensure that the Further Competition Procedure used is proportionate to the complexity and value of the Client's Brief.

- 1.10.17. The Client shall award a Call-Off Contract to the successful Framework Agency in accordance with the methodology set out in the Brief.
- 1.10.18. At all stages the Client shall notify unsuccessful Framework Agencies and may provide the Framework Agencies with feedback.
- 1.10.19. An Agency shall inform the Client if at any stage it does not wish to participate in the Further Competition Procedure.
- 1.11. Further Competition Award Criteria
- 1.11.1. The Client is advised but not mandated to use the GCS evaluation framework found here:
<https://gcs.civilservice.gov.uk/publications/evaluation-framework/>
 The Client has discretion to develop the Further Competition Award Criteria as it deems appropriate.
- 1.11.2. The Client will evaluate the Agency's Proposal against the following criteria to determine which of the Framework Agencies provides the most economically advantageous solution from the perspective of the Client. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

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

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

- 1.11.3. Weightings and sub-weightings for the evaluation criteria will be set by the Client and must add up to 100%.
- 1.11.4. Where the Client has chosen to undertake a Pitch, the Client will evaluate quality and price in the Written stage to identify Agencies to invite to Pitch.
- 1.12. Direct Award (Lot 2 only)

1.12.1. The Client awarding a Call-Off Contract under this Contract without holding a further competition shall:

- a) develop a clear Brief
- b) apply the direct award criteria to the Agency's Deliverables as set out in the Specification and Framework Tender Response for all Agencies capable of meeting the Brief in order to establish which Agency provides the most economically advantageous solution
- c) on the basis set out above, award the Call-Off Contract with the successful Agency in accordance with Clause 2 below.

1.13. Direct award criteria

1.13.1. The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

Criteria
<p>1. Value for money: e.g. the Client believes that the Agency provides demonstrable value for money, which may include but is not limited to:</p> <ul style="list-style-type: none">● Cost effectiveness;● Price; and● Quality. <p>Social Value</p> <p>For organisations in scope of PPN 06/20, the Buyer should agree with the Agency what they can and will do to help work towards the social value priorities set out in the Framework Schedule 1 (Specification). Rather than setting targets for the Agency, Clients should discuss with the Agency what would be an appropriate and proportionate commitment, and this commitment will form part of the Call-off Contract. Clients would then evaluate the Agency's performance against this commitment as part of ongoing contract management.</p>

2. Awarding and creating a Call-Off Contract

- 2.1. A Client may award a Call-Off Contract with the Agency by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Client) of the Letter of Appointment Template set out in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules).

- 2.2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 2 shall not constitute a Call-Off Contract under this Contract.
- 2.3. On receipt of an Order Form as described in Paragraph 2.1 from a Client the Agency shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Client concerned.
- 2.4. On receipt of the countersigned Order Form from the Agency, the Client shall send (including by electronic means) a written notice of receipt to the Agency within two (2) Working Days and the Call-Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.
- 2.5. The Agency acknowledges that the Client is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Client, in relation to:
 - 2.5.1. the conduct of Client in relation to this Contract; or
 - 2.5.2. the performance or non-performance of any Call-Off Contracts between the Agency and Client entered into pursuant to this Contract.

3. Awarding and creating an Exempt Call-off Contract

- 3.1. Paragraph 1.9 above shall not apply to an Exempt Client.
- 3.2. If a potential Exempt Client decides to source Deliverables through this Framework Contract, it will award an Exempt Call-off Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 3 and in accordance with any legal requirements applicable to that potential Exempt Client.
- 3.3. A potential Exempt Client may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 1 above as modified by Paragraph 3.4 below or through a Further Competition Procedure in accordance with Paragraph 1 as modified by Paragraph 3.5 below.
- 3.4. Notwithstanding the procedure set out in Paragraph 1 above, if the potential Exempt Client can determine that:
 - 3.4.1. its Deliverables can be met by the Agency's catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
 - 3.4.2. the Agency will accept any required Exempt Procurement Amendments,
 - 3.4.3. then the Exempt Client may award an Exempt Call-off Contract to that Agency in accordance with Paragraph 2 above.

- 3.5. If the potential Exempt Client requires the Agency to develop proposals or a solution in respect of Deliverables, then the potential Exempt Client may at its discretion use the procedure set out in Paragraph 1 above as modified by this Paragraph 3.5. In that case, references to “the Regulations” in Paragraph 1 above shall be read as references to “any legal requirements applicable to that potential Exempt Client”, and the Exempt Client shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Client.
- 3.6. Paragraphs 3.1 to 3.5 above are without prejudice to an Exempt Client’s ability to make such further modifications to the Call-Off Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Client.

Annex A – Brief

Department/Organisation:

Contact name:

Contact email:

Framework ref:

Date issued:

Response deadline:

Summary

- a) The problem
- b) Mandatory constraints/ services required
- c) Constraints that may preclude agencies from accepting this brief
- d) Budget
- e) Timescales

The Problem (and Objectives)

- a) Outcome goals
- b) Business/ brand/ channel objectives
- c) SMART objective/ policy objective

Context (Insight)

- a) About our organisation
- b) Outline of the policy context
- c) Data, research and useful links
- d) Previous communications activity

Audiences

- a) Audience data
- b) Current audience insight
- c) Customer journey
- d) Stakeholders and influencers
- e) Think/ feel/ do

Strategy

- a) Existing strategy
- b) Known sensitivities
- c) Branding arrangements
- d) Constraints – for example if the strategy must include a certain channel (eg TV)

- e) Conflicts of interest/ reputational constraints

Agency requirement (Implementation)

- a) Requirements
- b) Role of the agency
- c) Management and staffing
- d) Key delivery milestones

Agency response (Evaluation)

- a) OASIS outline
- b) Marking scheme
- c) Further stage(s)

Appointment and timings (Scoring / Evaluation)

- a) Timescales for tender (stages/ award)
- b) Contract length
- c) Total contract value

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Agency is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Agency any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Agency legally to form the Framework Contract. The Agency acknowledges this payment.
- 2.4 If the Client decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules). If allowed by the Regulations, the Client can:
 - (a) make changes to Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;

- (c) exclude optional template Call-Off Schedules; and/or
- (d) use Special Terms in the Letter of Appointment to add or change terms.

2.5 Each Call-Off Contract:

- (a) is a separate Contract from the Framework Contract;
- (b) is between an Agency and a Client;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Letter of Appointment; and
- (d) survives the termination of the Framework Contract until its own End Date.

2.6 Where the Agency is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Agency must tell them about this Framework Contract before accepting their order so that they are aware that they could place an order under this Framework Contract.

2.7 The Agency acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Agency.

2.8 The Agency will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Client will not be liable for errors, omissions or misrepresentation of any information.

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Agency must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Proposal (if there is one);

- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Agency must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 **Services clauses**

3.2.1 The Agency must co-operate with the Client and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.2.2 The Agency must at its own risk and expense provide all Agency Equipment required to Deliver the Services.

3.2.3 The Agency must allocate sufficient resources and appropriate expertise to each Contract.

3.2.4 The Agency must take all reasonable care to ensure performance does not disrupt the Client's operations, employees or other contractors.

3.2.5 The Agency must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

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

3.2.7 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3 **Goods clauses**

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

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

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

- 3.3.4 Risk in the Goods transfers to the Client on Delivery of the Goods, but remains with the Agency if the Client notices damage following Delivery and lets the Agency know within 3 Working Days of Delivery.
- 3.3.5 The Agency warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.3.6 The Agency must deliver the Goods on the date and to the specified location during the Client's working hours.
- 3.3.7 The Agency must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.3.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.3.9 The Agency must provide all tools, information and instructions the Client needs to make use of the Goods.
- 3.3.10 The Agency must indemnify the Client against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.3.11 The Client can cancel any order or part order of Goods which has not been Delivered. If the Client gives less than 14 days notice then it will pay the Agency's reasonable and proven costs already incurred on the cancelled order as long as the Agency takes all reasonable steps to minimise these costs.
- 3.3.12 The Agency must at its own cost repair, replace, refund or substitute (at the Client's option and request) any Goods that the Client rejects because they do not conform with Clause 3. If the Agency does not do this it will pay the Client's costs including repair or re-supply by a third party.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Agency must invoice the Client for the Charges in the Letter of Appointment or applicable Statement of Work.
- 4.2 CCS must invoice the Agency for the Management Charge and the Agency must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3
- 4.4 The Agency must invoice the Client for the GCS Management Charge and pass it to CCS when the Agency pays the Management Charge.

4.5 All Charges and the Management Charge:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

4.6 The Client must pay the Agency the Charges within 30 days of receipt by the Client of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Letter of Appointment.

4.7 An Agency invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Client;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Agency must not charge the Client in any way for the Management Charge).

4.8 The Client must accept and process for payment an undisputed Electronic Invoice received from the Agency.

4.9 The Client may retain or set-off payment of any amount owed to it by the Agency if notice and reasons are provided.

4.10 The Agency must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Client can publish the details of the late payment or non-payment.

4.11 If CCS or the Client can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Agency to provide the Deliverables, then CCS or the Client may require the Agency to use their supplier.

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

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

5. The client's obligations to the agency

5.1 If Agency Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Client can terminate a Contract under Clause 10.4.1;
- (b) the Agency is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Agency is entitled to additional time needed to make the Delivery; and
- (d) the Agency cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Agency:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Agency Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Agency must attend Progress Meetings with the Client and provide Progress Reports when specified in the Letter of Appointment.

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

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with UK GDPR,

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

6.3 The Relevant Authority or an Auditor under the CRTPA can Audit the Agency.

6.4 During an Audit, the Agency 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 Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Agency is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant

Authority.

- 6.6 If the Agency 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.
- 6.7 The Agency must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Agency's management team that is qualified in either a relevant audit or financial discipline.
- 6.9 If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.
- 6.10 If an Audit reveals:
- (a) that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or
 - (b) a material Default
- 6.11 CCS may terminate this Framework Agreement. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.
- 6.12 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 6.10.

- 6.13 CCS may from time to time undertake (or procure the undertaking of) a “Client Satisfaction Survey”, to assess the level of satisfaction among some or all Clients with the Deliverables. This may include:
- (a) the way in which the Services are provided, performed and delivered;
 - (b) the quality, efficiency and effectiveness of the supply of the Services;
 - (c) Agency compliance with this Framework Agreement and any Call-Off Contracts; and
 - (d) any other assessment CCS deems appropriate for monitoring Client satisfaction.
- 6.14 CCS and the Clients may use the results of any Client Satisfaction Survey to make decisions in relation to this Framework Agreement and any Call-Off Contracts.
- 6.15 When the Agency enters into or extends a Call-Off Contract with a Client, a signed copy of the Call-Off Contract must be provided to CCS within 14 days.

7. Supplier staff

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

8. Rights and protection

- 8.1 The Agency warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;

- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event;
- (h) it will comply with each Call-Off Contract; and
- (i) as at the date they are delivered, the Deliverables of a Call-Off Contract may be used for the purposes set out in the Call-Off Contract and comply with all Advertising Regulations.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Agency provides Deliverables under the Contract.

8.3 The Agency indemnifies both CCS and every Client against each of the following:

- (a) wilful misconduct of the Agency, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Agency of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Client from exercising any termination right that it may have for breach of that clause by the Agency.

8.6 If the Agency becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Client.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Client's benefit by the Agency.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Agency gives the Client a

non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Agency's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Agency.

- 9.2 Any New IPR created under a Contract is owned by the Client. The Client gives the Agency a non-exclusive licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Agency indemnifies CCS and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Agency must at its own expense and the Client's sole option, either:
- (a) obtain for CCS and the Client the rights in Clause 9.1 and 9.2 without infringing any Third Party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Client and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Agency acknowledges that any authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.
- 9.8 The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and the Call-Off Contract, other than any IPR provided to it by CCS or the Client. The Agency shall maintain these licences in full during the Contract Period of this Framework Contract and the Call-Off Contract.

- 9.9 Unless expressly prohibited in a Call-Off Contract, the Agency will be able during and after the Contract Period to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client's prior Approval.
- 9.10 During the Contract Period, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 9, the Agency will retain ownership of all IPR in any materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such materials will be used in a Call-Off Contract the Agency will assign all such IPR to the Client.
- 9.11 The Agency is not liable in connection with a Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client.
- 9.12 Any marketing materials produced by the Agency in relation to this Framework Contract must comply in all respects with the Branding Guidance.
- 9.13 To the extent permitted by Law, the Agency shall ensure that all Moral Rights relating to Agency IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the relevant materials.
- 9.14 The Agency will use its reasonable endeavours to ensure that all Moral Rights relating to Third Party IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party IPR to procure that Moral Rights are not asserted in respect of the relevant materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any such materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such materials into the Deliverables.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Agency no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

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

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

10.3 Rectification plan process

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

10.3.2 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 Agency must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

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

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

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the client can end a contract

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

- (a) there is an Agency Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Agency does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;

- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Key Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Agency which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Agency was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Agency or its Affiliates embarrass or bring CCS or the Client into disrepute or diminish the public trust in them.

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

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

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the agency can end the contract

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

10.6 What happens if the contract ends

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

- (a) The Client's payment obligations under the terminated Contract stop immediately.

- (b) Accumulated rights of the Parties are not affected.
- (c) The Agency must promptly repay to the Client any and all Charges the Client has paid in advance in respect of Deliverables not provided by the Agency as at the End Date.
- (d) The Agency must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Agency must promptly return any of CCS or the Client's property provided under the terminated Contract.
- (f) The Agency must, at no cost to CCS or the Client, co-operate fully in the handover and re-procurement (including to a Replacement Agency).

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

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

- (a) the Client must promptly pay all outstanding Charges incurred to the Agency; and
- (b) the Client must pay the Agency reasonable committed and unavoidable Losses as long as the Agency provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Agency if the Contract had not been terminated.

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

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

10.7 Partially ending and suspending the contract

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

- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Client has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it (including without limitation individual Statements of Work). If the Client suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Agency may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Client can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Letter of

Appointment.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge, GCS Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Agency does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Agency's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

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

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

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

12. Obeying the law

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

13. Insurance

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

14. Data protection

- 14.1 The Agency must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Agency must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Agency must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Client copies every 6 Months.
- 14.4 The Agency must ensure that any Agency system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Agency suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Agency must notify the Relevant Authority and immediately suggest remedial action.

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

- (a) tell the Agency to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Agency finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

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

14.8 The Agency:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Agency stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Client unless required by Law to retain it; and
- (e) indemnifies CCS and each Client against any and all Losses incurred if the Agency breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) 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;

- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Agency may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Agency to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Client may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Client;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Client transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

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

15.6 Transparency Information is not Confidential Information.

- 15.7 The Agency must not share any information with the media, make any media announcement or publicise the Contracts or any part of them including a Brief or any other pre-Contract material or discussions in any way including industry award competitions, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.
- 15.8 Nothing in this Clause shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of this Framework Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of IPR.

16. When you can share information

- 16.1 The Agency must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Client's request the Agency must give CCS and each Client full co-operation and information needed so the Client can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Agency to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

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

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

23.5 The Agency remains responsible for all acts and omissions of the Supplier Staff as if

they were its own.

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

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

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

24.2 The Agency must provide an Impact Assessment either:

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

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

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Agency has already provided part or all of the provision of the Deliverables, or where the Agency can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Client are not required to accept a Variation request made by the Agency.

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

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

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

- 24.7 Any change in the Framework Prices or relief from the Agency's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to Call-Off Contracts. The Client will receive the full benefit of such commission, discount or rebate and the Charges shall be varied accordingly.
- 24.9 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

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

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

(b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

(a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

(b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Agency must not during any Contract Period:

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

(b) do or allow anything which would cause CCS or the Client, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Agency must during the 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 27 and give copies to CCS or the Client on request; and

(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of

Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

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

- (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 a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

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

27.5 In any notice the Agency gives under Clause 27.3 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.

28. Equality, diversity and human rights

28.1 The Agency must follow all applicable equality Law when they perform their obligations under the 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 or the Client reasonably imposes related to equality Law.

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

29. Health and safety

29.1 The Agency must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Client's current health and safety policy while at the Client's Premises, as provided to the Agency.

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

30. Environment

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

30.2 The Agency must ensure that Supplier Staff are aware of the Client's Environmental Policy.

31. Tax

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

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

- (a) the steps that the Agency 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 and the Client may reasonably need.

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

- (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 contributions; and

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

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

- (a) the Client may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Client can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Client's request if the Worker fails to provide the information requested by the Client within the time specified by the Client;
- (c) the Worker's contract may be terminated at the Client's request if the Worker provides information which the Client considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Client may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

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

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

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

33. Reporting a breach of the contract

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

- (a) Law;

- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

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

34. Resolving disputes

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

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

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

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

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

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

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

35. Which law applies

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

36. Agency doing work for others

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

Framework Schedule 2 (Framework Tender)

Please refer to Call-Off Schedule 4.

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculated Call-Off Charges

- 1.1 The Framework Prices:
 - 1.1.1 will be used as the basis for the charges (and are maximums that the Agency may charge) under each Call-Off Contract; and
 - 1.1.2 cannot be increased except as in accordance with this Schedule.
- 1.2 The Charges shall be calculated in accordance with the terms of the Call-Off Contract and in particular in accordance with the terms of the Order Form.
- 1.3 Any variation to the Charges payable under a Call Off Contract must be agreed between the Agency and the Client and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3.

2. How Framework Prices are calculated

- 2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

3. All costs and expenses included in the Framework Prices

- 3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging; or
 - 3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. When the Agency can ask to change the Framework Prices

- 4.1 The Framework Prices will be fixed for the first two Contract Years following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
- 4.2 The Agency shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Agency does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 4.3 Any notice requesting an increase shall include:
 - 4.3.1 a list of the Framework Prices to be reviewed;
 - 4.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;

- (b) details of the movement in the different identified cost components of the relevant Framework Price;
 - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (d) evidence that the Agency has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Agency's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
- 4.4 CCS shall consider each request for a price increase. CCS may grant Approval to an increase at its sole discretion in whole or in part.
- 4.5 Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other events that allow the Agency to change the Framework Prices

- 5.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:
- 5.1.1 a Specific Change in Law in accordance with Clause 24;
 - 5.1.2 a review in accordance with insurance requirements in Clause 13;
 - 5.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
 - 5.1.4 a request from the Agency, which it can make at any time, to decrease the Framework Prices; and

6. When you will be reimbursed for travel and subsistence

- 6.1 Expenses shall only be recoverable where:
- 6.1.1 the Order Form states that recovery is permitted; and
 - 6.1.2 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 6.2 The Client shall provide a copy of their current expenses policy to the Agency upon request.

Annex 1: Rates and Prices

Please refer to Call-Off Schedule 5.

Framework Schedule 4 (Framework Management)

1. Definitions

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

"Supplier Framework Manager"	1 has the meaning given to it in Paragraph 3.1 of this Schedule; and
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"Supplier Review Meetings"	2 has the meaning given to it in Paragraph 3.9 of this Schedule.
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2. How CCS and the Agency will work together

2.1 The successful delivery of this Contract will rely on the ability of the Agency and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Agency and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

3. Framework Management

Framework Management Structure

3.1 The Agency shall provide a suitably qualified nominated contact (the "Agency Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Agency shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Key Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.

3.4 Following discussions between the Parties following the Framework Start Date, where requested by CCS the Agency shall produce and issue to CCS a draft supplier action plan (the "Agency Action Plan"). CCS shall not unreasonably withhold or delay its agreement to the draft Agency Action Plan. The Agency Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Agency of the draft Agency Action Plan.

3.5 The Agency Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Agency Action Plan shall be notified by CCS to the Agency. The Agency shall not unreasonably withhold its agreement to any changes to the Agency Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between

the Parties and come into effect within two weeks from receipt by the Agency of CCS's notification.

3.6 The Agency agrees to comply with its obligations in the Agency Action Plan as updated from time to time.

3.7 The Agency shall comply with all requests from CCS in regard to compliance requirements as required including:

3.7.1 Dun and Bradstreet risk failure score monitoring;

3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;

3.7.3 invoice payment performance; and

3.7.4 verification of required accreditations & certifications.

3.8 Agency's should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Agency being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

Supplier Review Meetings

3.9 Regular performance review meetings will take place at CCS's premises or elsewhere as agreed by the Parties throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time. The Parties shall be flexible about the timings of these meetings.

3.10 The Supplier Review Meetings will review the Agency's performance under this Contract and, where applicable, the Agency's adherence to the Agency Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Agency in advance.

3.11 CCS may ask the Agency to discuss any instances known to the Agency where any Other Contracting Authority decided not to use this Framework Contract for their order.

3.12 The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Agency Framework Manager.

Strategic Management Reviews

3.13 The Agency Framework Manager and CCS will meet at least every six Months.

3.14 CCS sees these meetings as a vital element in developing a strategic relationship with the Agency and building in a positive working relationship. The content of these meetings will be agreed between both Parties at least 14 Working Days before the date of the Strategic Management Review. However, as a minimum they will consider:

3.14.1 overall Framework Contract performance, including the Agency's supply chain;

3.14.2 performance, and its usage of SMEs to supply and/or deliver goods and services;

3.14.3 efficiency opportunities;

- 3.14.4 benchmarking, including progress against Government efficiency targets;
- 3.14.5 market conditions;
- 3.14.6 policy updates including emerging Government initiatives, and
- 3.14.7 security and risk management.

Management Review Meetings

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

Operational Review Meetings

- 3.17 Operational Review Meetings will be held on a regular basis (to be agreed by CCS) every quarter between CCS and the Agency's framework management team. They will cover, but not be limited to, the same information as will be discussed in Management Review Meetings.
- 3.18 At CCS's discretion, the Management and Operational Review Meetings may be combined.

4. How the Agency's Performance will be measured

The Agency's performance will be measured by the following Key Performance Indicators ("KPI"):

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

2.3 The Agency to provide the level of data and transparency required by the Authority and the Client.	100%	Monthly, Quarterly or Annual Review conducted by CCS.
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1. Customer satisfaction		
2.4 Services provided under Call-Off Contracts to the satisfaction of Client against Lot specific metrics	80%	Confirmation by CCS of the Agency's performance against customer satisfaction surveys
1. Social Value		
2.5 Embedding Government's Social Value commitments into business as usual and work with CCS to agree and establish Social Value Standards for the marketing industry	Report against agreed standards	Reviewed formally on an annual basis and discussed quarterly in SRM meetings.

Lot 1 - End to End Campaign Services

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

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

Key Performance Indicator (KPI)	KPI Target	Measured by
1.Auditing		
1.1 All job reconciliations to be returned to CCS within 90 days of completion of the activity in the agreed format.	100%	Confirmation of receipt and time of receipt by CCS
1.2 Audit - Summary of all jobs opened, reconciled and closed in the previous quarter in the agreed format returned to CCS by the 10th working day after the end of the quarter.	100%	Confirmation of receipt and time of receipt by CCS.

2.Continuous improvement		
2.2 Use of learnings and results from client briefs to drive continuous improvement address issues and encourage best client and agency behaviours	CCS and clients are satisfied that they are achieving best value from their contracts	Quarterly or bi-annual review conducted by CCS with agency
3. Innovation		
3.1 Innovative solutions are proposed in brief responses and in ongoing contracts	CCS and clients are suitably satisfied that the Agency has been and is continuing to provide innovative solutions	Quarterly or bi-annual Review conducted by CCS with agency
4. Agency Talent		
4.1 Quality of talent and levels of service provided	Client satisfaction with quality of service and resource levels	Quarterly or bi annually client or CCS/agency meeting to review service delivery and assess team performance

Lot 2 Media Strategy and Planning

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

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

Key Performance Indicator (KPI)	KPI Target	Measured by
1.Outcomes, Optimisation & Objectives.		

1.1 Outcome linked objectives for paid owned and earned media feature in all applicable deliverables	All applicable deliverables are to contain Outcomes linked objectives for paid, owned and earned media	Monthly, Quarterly or Annual Review conducted by CCS or appointed independent third party of all or a sample of Agency deliverables
1.2 Usage of previous results and best practice to inform media Strategies	Every strategy proposal features previous learnings or best practice references	Monthly, Quarterly or Annual Review conducted by CCS or appointed independent third party of all or a sample of Agency deliverables
2.Audience Insight and Development		
2.1 Ensures that audience insight that are relied upon are based on valid data points, where a data point isn't available a rationale or informed assumption is provided	All audience insights that are relied upon for recommendations put forward are to be clearly annotated with data source or provide rationale/ informed assumption	Monthly, Quarterly or Annual Review conducted by CCS or appointed independent third party of all or a sample of Agency deliverables
3.Problem Solving and Strategy development		
3.1 Innovative solutions are put forward both in response to brief and proactively	Client is suitably satisfied that the Agency has been and is capable of continuing to provide innovative solutions	Quarterly or bi annually client or CCS/agency meetings to review service delivery and assess team performance
4.Quality		
4.1 SLA for campaign delivery	Adherence to timeline targets, turn-around times and deliverables compared to contractual commitments	Upon placement of a Call-off contract the Client of CCS can put in place Monthly monitoring of adherence to any agreed upon SLAs. This will be facilitated by a monthly report from the Agency detailing all briefs, status of briefs and response to brief timings

4.2 Appraise Media Plans resulting from Buying Briefs	All Buying briefs to be updated with commentary from The Agency on the degree to which the resulting media plan(s) has met the buying brief	Monthly, Quarterly or Annual Review conducted by CCS or appointed independent third party of all or a sample of Agency deliverables
5.Talent		
5.1 Team delivery across campaign implementation types	Quality of team delivery: briefing engagement, delivery from proposal to post campaign reporting, and client interaction	Quarterly or bi annually client or CCS/agency meeting to review service delivery and assess team performance
5.2 Quality of talent and levels of service provided	Client satisfaction with quality of service and resource levels	Quarterly or bi annually client or CCS/agency meeting to review service delivery and assess team performance
6.Partnership		
Relationship with Media Buying agency	Suitable relationship and dialogue with Media Buying Agency	Quarterly or bi annually client or CCS/agency meeting to review service delivery and assess team performance

Lot 3 - Content Versioning and Distribution

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

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

Key Performance Indicator (KPI)	KPI Target	Measured by
1. Reporting		
1.1 Data Access and Transparency	Full and timely access to data generated on behalf and in respect of CCS/Clients in an agreed format, taxonomy and structure, as outlined in xxx (Record keeping, confidentiality and transparency) of this Framework Agreement.	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
1.2 Performance Dashboards	Tracking and measuring assets looking at the cost of an asset by market uptake and touch point usage	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
1.3 Asset Performance	Reach that agency wanted to achieve.	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
1.4 Asset Utilisation	Reports on utilisation of assets - uploaded versus downloaded, usage rights report etc.	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme

1.5 Quality Control	Reports on time to market including reports on any issues and resolution	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
1.6 Financial Reporting	Summarised service delivery costs and accuracy of estimates vs. actual charges. Reporting on Clients scope of work, reconciliation and analysis	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
2.Innovation		
2.1 Innovation and Added Value	Reporting value through the agreement, savings achieved and any strategic value adds	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme
2.2 Continuous Improvement - Use of learnings and results from client briefs to drive continuous improvement address issues and encourage best client and agency behaviours	CCS and Clients are satisfied that they are achieving best value from their contracts	Monthly, Quarterly or Annual Review conducted by CCS and/or Client as part of the Supplier Relationship Management programme

Lot 4 Stock imagery, footage and sound

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

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

1. Continuous improvement		
1.1 Use of learnings and results from client briefs to drive continuous improvement address issues and encourage best client and agency behaviours	CCS and clients are satisfied that they are achieving best value from their contracts	Quarterly or bi-annual review conducted by CCS with agency
2. Innovation		
2.1 Innovative solutions are proposed in brief responses and in ongoing contracts	CCS and clients are suitably satisfied that the Agency has been and is continuing to provide innovative solutions	Quarterly or bi-annual Review conducted by CCS with agency
3. Supply Chain Management		
3.1 Demonstration of robust supply chain management to ensure smooth delivery and best value to Clients	CCS satisfied that the Agency has effective processes in place	Quarterly or bi-annual Review conducted by CCS with agency

Lot 5 - Events

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

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

Key Performance Indicator (KPI)	KPI Target	Measured by
1. Sustainability		

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

adhered to throughout the supply chain domestically and internationally		
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- 4.1 The Agency shall comply with the KPIs and establish processes to monitor its performance against them and the Agency's achievement of KPIs shall be reviewed during the Supplier Review Meetings.
- 4.2 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Contract Period, however any significant changes to KPIs shall be agreed between CCS and the Agency in accordance with the Variation Procedure.
- 4.3 CCS reserves the right to use and publish the performance of the Agency against the KPIs without restriction.

5. What the Agency must do to measure their performance

- 5.1 The Agency shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
- 5.1.1 tracking uptake and product costs, in order to demonstrate that Clients are buying more smartly;
 - 5.1.2 developing additional KPIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Agency. Such metrics shall be incorporated into the list of KPIs set out in this Schedule.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

6. What to do if CCS and the Agency can't agree about the performance

- 6.1 In the event that CCS and the Agency are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Agency's Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 6.2 In cases where CCS Authorised Representative and the Agency's Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

7. Marketing

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

How the Supplier must contribute to CCS publications

7.2 The Agency shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.

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

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Agency's exclusion from the use of such marketing materials.

Publicity and marketing by Supplier

7.5 All marketing materials produced by the Agency in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.

7.6 The Agency will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Agency shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

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

Framework Schedule 5 (Management Charges and Information)

1. How to provide management information to CCS

- 1.1** The Agency shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
- 1.2** The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Agency may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

2. REPORTING PERIOD

- 2.1** MI Reports must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2** In an MI Report, the Agency should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Agency must report the invoice in October's MI Report and not September's. Each Order received by the Agency must be reported only once, i.e. when the Order is received.

3. SUBMITTING THE INFORMATION

- 3.1** MI Reports shall be completed electronically and uploaded to the 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 Agency shall provide Management Information to a Client as specified by CCS.
- 3.5 The Agency shall:
 - 3.5.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
 - 3.5.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
 - 3.5.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.5.

4. HOW CCS CAN USE THE MANAGEMENT INFORMATION

- 4.1 The Agency grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
 - 4.1.1 use and to share with any Client, Other Contracting Authority and Relevant Person; and/or
 - 4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to CCS for CCS' normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 CCS may consult with the Agency to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
- 4.3 Following receipt of the completed MI Report, CCS shall invoice the Agency for the Management Charge payable for the Month to which the MI report relates.

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 Agency shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Agency of an undisputed invoice to such bank or building society account set out in the invoice. Invoices will include collection of the GCS Management Charge collected by the Agency from Clients on behalf of GCS.

- 5.3** Where the Agency chooses to pass through the payment of the Management Charge to a third-party supplier, any payment of the Management Charge by the third-party supplier to the Agency will not be a breach of the Framework Contract where:
- 5.3.1 the payment does not exceed the Management Charge payable by the Agency on the relevant third-party costs under the terms of the Framework Contract;
 - 5.3.2 the Agency passes the full amount it receives from the third-party supplier through to CCS and does not receive any benefit from the payment; and
 - 5.3.3 the pass through from the third-party supplier to the Agency to CCS is clearly documented for the purposes of any Audit carried out under the terms of the Contract.

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:
- 6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;
 - 6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
 - 6.1.4 terminating this contract.

7. What happens if the Management Information is wrong?

- 7.1** If the Agency or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Agency must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 7.2** Following an **MI Failure**, CCS may issue reminders to the Agency and require the Agency to correctly complete the MI Report. The Agency shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

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

Admin fees

- 7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Agency acknowledges and agrees that CCS shall have the right to invoice the Agency, the Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Agency acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Agency failing to provide Management Information as required by this Contract.

8. WHAT HAPPENS IF MANAGEMENT INFORMATION REPORTS ARE NOT PROVIDED?

- 8.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
 - 8.1.1 charge and the Agency shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
 - 8.1.2 suspend the Agency from the agreement until such time that deficient MI reports(s) are rectified; and/or
 - 8.1.3 terminate this Contract.
- 8.2 The Default Management Charge shall be the higher of:
 - 8.2.1 the average Management Charge paid or payable by the Agency in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 8.2.2 the sum of five hundred pounds (£500).
- 8.3 If the Agency provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
 - 8.3.1 the Agency has overpaid the Management Charge as a result of the application of the Default Management Charge then the Agency shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

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

Annex: MI Reporting Template

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.

Contact:

<https://www.reportmi.crowncommercial.gov.uk/>

Framework Schedule 8 (Self Audit Certificate)

Not Applicable

Framework Schedule 9 (Cyber Essentials Scheme)

Not Applicable

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day 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 References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

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

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

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

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Advertising Regulations"	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Deliverables;
"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;

"Agency"	the person, firm or company identified in the Framework Award Form;
"Agency Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
"Agency Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Agency's Confidential Information"	<p>any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;</p> <p>any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Agency's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;
"Agency Equipment"	The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Agency Marketing Contact"	shall be the person identified in the Framework Award Form;
"Agency Non-Performance"	<p>where the Agency has failed to:</p> <p>Achieve a Milestone by its Milestone Date;</p> <p>provide the Service and/or Goods in accordance with the Service Levels;</p> <p>and/or</p> <p>comply with an obligation under a Contract;</p>
"Agency Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs

	(in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Agency Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Agency Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">) verify the accuracy of the Charges and any other amounts payable by a Client under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);) verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;) verify the Open Book Data;) verify the Client's and each Subcontractor's compliance with the Contract and applicable Law;) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Agency of the purpose or objective of its investigations; <p>identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <ul style="list-style-type: none">) 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;) review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency);

	<p>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>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;</p> <p>) monitor the performance of a Statement of Work against its objectives; or</p> <p>verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>the Relevant Authority's internal and external auditors;</p> <p>) the Relevant Authority's statutory or regulatory auditors;</p> <p>) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>) HM Treasury or the Cabinet Office or GCS;</p> <p>) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>successors or assigns of any of the above;</p>
"Authorised Client Approver"	<p>any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;</p>
"Authorised Agency Approver"	<p>any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;</p>
"Authority"	<p>CCS and each Client;</p>
"Authority Cause"	<p>any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Agency;</p>

"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Branding Guidance"	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
"Brief"	a statement issued by the Client detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure and included as Call-Off Schedule 20 (Call-Off Specification);
"Buyer"	means the Client;
"Buyer Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Client and the Agency (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;

"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>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:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;

"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Agency by the Client under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Call-Off Contract less any Deductions and the GCS Management Charge;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Client"	the relevant public sector purchaser identified as such in the Order Form;
"Client Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Client Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Client Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Client of the Agency that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;

"Confidential Information"	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Agency;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Agencies must interact with CCS and Clients under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Deliverables:

	<p>) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Agency Staff, including:</p> <p>base salary paid to the Agency Staff;</p> <p>employer's National Insurance contributions;</p> <p>) pension contributions;</p> <p>) car allowances;</p> <p>any other contractual employment benefits;</p> <p>) staff training;</p> <p>) work place accommodation;</p> <p>i) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>reasonable recruitment costs, as agreed with the Client;</p> <p>) costs incurred in respect of Agency Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;</p> <p>) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Deliverables; and</p> <p>) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>Overhead;</p> <p>financing or similar costs;</p> <p>) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Agency Assets or otherwise;</p> <p>taxation;</p> <p>) fines and penalties;</p> <p>) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
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"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	The UK GDPR, as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK 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), or any other deduction which the Client is paid or is payable to the Client under a Call-Off Contract;
"Default"	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Service and/or Goods that may be ordered under the Contract including the Documentation;

"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Agency to the Client under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Agency in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"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 Agency by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Client;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	<p>the contract between the Exempt Buyer and the Agency for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;</p>
"Exempt Procurement Amendments"	<p>any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;</p>

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under 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:</p> <ul style="list-style-type: none"> 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, <p>but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Agency and CCS;
"Framework Contract"	the framework agreement established between CCS and the Agency in accordance with Regulation 33 by the Framework Award Form for the

	provision of the Deliverables to Clients by the Agency pursuant to the FTS Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Suppliers"	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
"Framework Tender Response"	the tender submitted by the Agency to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GCS"	the professional body for public service communicators working in government departments, agencies and arm's length bodies;
"GCS Management Charge"	the sum specified in the Framework Award Form payable by Central Government Bodies to the Agency on behalf of CCS;

"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Agency) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;

"ICT Policy"	the Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Agency's ability to meet its other obligations under the 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 Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Agency shall invoice the Client as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>

"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Performance Indicators" or "KPIs"	the performance measurements and targets in respect of the Agency's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> 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 Client 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 Call-Off Contract, <p>and the Agency shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;

"Letter of Appointment Template"	the template in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Agency to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Moral Rights"	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Agency (or by a third party on behalf of the Agency) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Agency's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Agency's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Agency 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:</p> <p>i) a Relevant Tax Authority successfully challenging the Agency 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;</p> <p>ii) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Agency's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables; e) the Agency Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	<p>means an order for the provision of the Deliverables placed by a Client with the Agency under a Contract;</p>
"Order Form"	<p>a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Call-Off Contract;</p>

"Other Contracting Authority"	any actual or potential Client under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Agency's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Agency Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Agency, and in the in the context of a Call-Off Contract the Client or the Agency. "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a 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;
"Progress Meeting"	a meeting between the Client Authorised Representative and the Agency Authorised Representative;

"Progress Meeting Frequency"	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> 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; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> 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 <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Proposal"	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Proposal);
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those

	outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Agency to return Goods to the Agency or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>The Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> 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 Agency 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);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Agency Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Agency"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client;

"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Agency's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Client's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

"Services"	services made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Agency's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Agency manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the

	<p>Agency would reasonably and ordinarily be expected to comply with;</p> <ul style="list-style-type: none"> b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Client in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Work"	a supplemental Order under a Call-Off Contract to refine the Deliverables needed to complete the Brief;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	means the Agency;
"Supplier Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;

"Supplier Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> c) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency; d) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract; e) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;
"Supplier Equipment"	the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Agency has failed to:</p> <ul style="list-style-type: none"> c) Achieve a Milestone by its Milestone Date; d) provide the Goods and/or Services in accordance with the Service Levels; and/or e) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant

	Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>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</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;

"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Agency for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Agency and/or the Agency's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Agency Staff which the Client, 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 Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Agency Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	[delete] as applicable: CCS / Client] (" CCS " " the Client ") And [insert] name of Agency] (" the Agency ")
Contract name:	[insert] name of contract to be changed] (" the Contract ")
Contract reference number:	[insert] contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: CCS/Client/Agency]
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:	[Agency to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [CCS/Client to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Client]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The 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 the [delete] as applicable: CCS / Client]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

9. THE INSURANCE YOU NEED TO HAVE

9.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:

9.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

9.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

9.2 The Insurances shall be:

9.2.1 maintained in accordance with Good Industry Practice;

9.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

9.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

9.2.4 maintained for at least six (6) years after the End Date.

9.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Agency is legally liable.

10. HOW TO MANAGE THE INSURANCE

10.1 Without limiting the other provisions of this Contract, the Agency shall:

10.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

10.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and

10.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

11. WHAT HAPPENS IF YOU AREN'T INSURED

11.1 The Agency 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.

- 11.2 Where the Agency 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 Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

12. EVIDENCE OF INSURANCE YOU MUST PROVIDE

- 12.1 The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

13. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

- 13.1 The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

14. CANCELLED INSURANCE

- 14.1 The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 14.2 The Agency 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 Agency 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.

15. INSURANCE CLAIMS

- 15.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 15.2 Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 15.3 Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.
- 15.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than with a minimum limit of indemnity as required by Law.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	Date of contract commencement	Agency's Bid Submission	Duration of the contract

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 1.1 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/

- 1.2 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 Schedule.
- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 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.

3. Modern Slavery, Child Labour and Inhumane Treatment

"**Modern Slavery Helpline**" means 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.

- 3.1 The Agency:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 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 offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 - 3.1.6 shall have and maintain throughout the term of 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;

- 3.1.7 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 a Contract;
- 3.1.8 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 Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Client and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Agency Staff are provided 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;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Agency Staff; and
- 4.1.5 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Agency Staff as a whole;
- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety;
and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Agency Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

- 2.1 The Agency shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Agency is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.2 The Agency is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.3 Where during the Contract Period the Agency wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Client and the Agency shall, at the time of requesting such consent, provide CCS and the Client with the information detailed in Paragraph 1.4. The decision of CCS and the Client to consent or not will not be unreasonably withheld or

delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Client consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Client may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

- 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 1.3.3 the proposed Key Subcontractor employs unfit persons.

The Agency shall provide CCS and the Client with the following information in respect of the proposed Key Subcontractor:

- 1.3.4 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.5 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.6 where the proposed Key Subcontractor is an Affiliate of the Agency, evidence that demonstrates to the reasonable satisfaction of the CCS and the Client that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.7 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.3.8 for the Client, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.3.9 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.4** If requested by CCS and/or the Client, within ten (10) Working Days of receipt of the information provided by the Agency pursuant to Paragraph 1.4, the Agency shall also provide:
- 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by CCS and/or the Client.
- 1.5** The Agency shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.5.1 provisions which will enable the Agency to discharge its obligations under the Contracts including without limitation Call-Off Schedule 15 (Call Off Contract Management);
 - 1.5.2 a right under CRTPA for CCS and the Client to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Client respectively;

- 1.5.3 a provision enabling CCS and the Client to enforce the Key Sub-Contract as if it were the Agency;
- 1.5.4 a provision enabling the Agency to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Client;
- 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Agency under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the confidentiality requirements set out in Clause 15 (What you must keep confidential);
 - (c) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (d) the obligation not to embarrass CCS or the Client or otherwise bring CCS or the Client into disrepute;
 - (e) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (f) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.5.6 provisions enabling the Agency to terminate the Key Sub-Contract on notice on terms no more onerous on the Agency than those imposed on CCS and the Client under Clauses 10.4 (When CCS or the Client can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Agency under the Key Sub-Contract without first seeking the written consent of CCS and the Client.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Credit Rating Threshold"	3 the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"Financial Distress Event"	4 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 (where applicable) notifying CCS that the Agency 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

5 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

"Financial Distress Service Continuity Plan" 6 a plan setting out how the Agency will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company" Multicultural Marketing Consultancy Ltd
311 Regents Park Road, London, N3 1DP
Patricia Macauley
Responsible for - Multicultural marketing consultancy services

"Rating Agencies" 7 the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule 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 shall survive:
 - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Agency warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Agency shall promptly (and in any event within five (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 Agency 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 Agency the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored and: |
| D | is the value at the relevant date of the current liabilities of the Monitored Company. |

3.4 The Agency 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 Agency 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 Agency), the Agency shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Agency has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Agency ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Agency shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (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 each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Agency of its reasons and the Agency 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 five (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.
- 4.5 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.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Agency shall:
 - 4.6.1 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 each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions

of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Agency 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 Agency may be relieved of its obligations under Paragraph 4.64.6.
- 4.8 CCS shall be able to share any information it receives from the Client in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Agency.

5. When CCS or the Client can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Clients shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 5.1.1 the Agency fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Agency 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; and/or
 - 5.1.3 the Agency 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.
- 5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Agency's obligations and CCS' and the Client's rights and remedies under Paragraph 5, 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 Agency shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Agency to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Agency	45
1.1 Redacted – FOI Section 40 Personal Information	Redacted – FOI Section 40 Personal Information

Joint Schedule 8 (Guarantee)

Not Applicable

1. Definitions

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

"Guarantee" a deed of guarantee from the Guarantor in favour of a Client in the form set out in Annex 1 to this Schedule;

"Guarantor" the person that the Agency relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and

"Letter of Intent to Guarantee" the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

2. Obligation to Provide Guarantee

- 2.1 Where CCS has notified the Agency that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:
 - 2.1.1 as a condition for the award of the Framework Contract, the Agency must have delivered to CCS within 30 days of a request by CCS:
 - 2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and
 - 2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and
 - 2.1.2 on demand from a Client, the Agency must procure a Guarantee in accordance with Paragraph 2.4 below.
 - 2.2 If the Agency fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:
 - 2.2.1 CCS may terminate this Framework Contract; and
 - 2.2.2 each Client may terminate any or all of its Call-Off Contracts,
 - 1.1 in each case as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms.
 - 2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:
 - 2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
 - 2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;
 - 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or
 - 2.3.4 an Insolvency Event occurs in respect of the Guarantor,
- and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.
- 2.4 Where a Client has notified the Agency that the award of the Call-Off Contract by the Client shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Agency shall deliver to the Client by the date so specified by the Client:
 - 2.4.1 an executed Guarantee; and

- 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.5 Where a Client has procured a Guarantee under Paragraph 2.4 above, the Client may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:
- 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
- 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
- 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
- 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.5.5 the Agency fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Client,
- and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Client.

Annex 1 – Form of Guarantee

DEED OF GUARANTEE

PROVIDED BY

[INSERT NAME OF THE GUARANTOR]

TBC on Contract Award

FOR THE BENEFIT OF

[INSERT NAME OF THE BENEFICIARY]

TBC on Contract Award

DEED OF GUARANTEE

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

PROVIDED BY: TBC on Contract Award

[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 Agency, to guarantee all of the Agency's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor 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:

2. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 2.1 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;
- 2.2 the words and phrases below shall have the following meanings:

[**Guidance Note:** Insert and/or settle Definitions, including from the following list, for the Guarantee]

"Beneficiary(s)"	means [all Clients under the Call-Off Contracts] [<i>insert name of the Client with whom the Agency enters into a Call-Off Contract</i>] and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Contract;
"Framework Contract"	means the framework contract [insert RM number and name of the framework] between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Agency;
"Guaranteed Agreement"	means [each Call-Off Contract] [the Call-Off Contract] made between the Beneficiary and the Agency [from time to time] [<i>on insert date</i>];

"Guaranteed Obligations"	means all obligations and liabilities of the Agency to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Agency to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and
"Agency"	means [Insert the name, address and registration number of the Agency as each appears in the Framework Award Form].

- 2.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a 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;
- 2.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 2.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 2.6 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;
- 2.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 2.8 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;
- 2.9 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;
- 2.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 2.11 references to liability are to include any liability whether actual, contingent, present or future.

3. GUARANTEE AND INDEMNITY

- 3.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Agency duly and punctually performs all

of the Guaranteed Obligations now or hereafter due, owing or incurred by the Agency to the Beneficiary.

- 3.2 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 Agency 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.
- 3.3 If at any time the Agency 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:
 - 3.3.1 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
 - 3.3.2 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 Agency 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 Agency under the Guaranteed Agreement.
- 3.4 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 Agency's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

4. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Agency, or if the Guaranteed Agreement is disclaimed by a liquidator of the Agency or the obligations of the Agency 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.

5. DEMANDS AND NOTICES

TBC on Contract Award

5.1 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.

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

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

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

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

5.3 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.

5.4 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.

6. BENEFICIARY'S PROTECTIONS

6.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Agency 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.

- 6.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 6.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Agency 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;
 - 6.2.2 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 Agency, the Beneficiary, the Guarantor or any other person;
 - 6.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Agency 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
 - 6.2.4 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.
- 6.3 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 Agency 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.
- 6.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Agency or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Agency or any third party, or to take any action whatsoever against the Agency 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.
- 6.5 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.

- 6.6 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.
- 6.7 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.
- 6.8 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.

7. GUARANTOR INTENT

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.

8. RIGHTS OF SUBROGATION

- 8.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Agency 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:
- 8.1.1 of subrogation and indemnity;
 - 8.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Agency's obligations; and
 - 8.1.3 to prove in the liquidation or insolvency of the Agency,
- 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 Agency 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.

9. DEFERRAL OF RIGHTS

- 9.1 Until all amounts which may be or become payable by the Agency 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:
- 9.1.1 exercise any rights it may have to be indemnified by the Agency;
 - 9.1.2 claim any contribution from any other guarantor of the Agency's obligations under the Guaranteed Agreement;
 - 9.1.3 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;
 - 9.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Agency; or
 - 9.1.5 claim any set-off or counterclaim against the Agency;
- 9.2 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.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 10.1.1 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;
 - 10.1.2 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;
 - 10.1.3 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:

- 10.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 10.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 10.1.3.3 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;
- 10.1.4 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
- 10.1.5 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.

11. PAYMENTS AND SET-OFF

- 11.1 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.
- 11.2 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.
- 11.3 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.

12. GUARANTOR'S ACKNOWLEDGEMENT

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.

13. ASSIGNMENT

- 13.1 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.

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

14. SEVERANCE

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.

15. THIRD PARTY RIGHTS

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.

16. SURVIVAL

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

17. GOVERNING LAW

- 17.1 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.
- 17.2 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.
- 17.3 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).
- 17.4 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]

- 17.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Agency] [a suitable alternative to be agreed if the Agency'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

Annex 2 – Form of Letter of Intent to Guarantee

[Guidance Note: this is the form of the Letter of Intent to Guarantee to be used by a Guarantor to confirm that it will enter into a Guarantee for each Call Off Contract if required by a Client.]

[ON THE LETTERHEAD OF THE GUARANTOR]

Crown Commercial Service
9th Floor, The Capital
Old Hall Street
Liverpool
L3 9PP

[DATE]

Dear Sirs

Letter of Intent to Guarantee – Framework Contract RM[XXXX] [INSERT FRAMEWORK NAME] (the “Framework Contract”)

Name of Agency: [INSERT NAME OF AGENCY]

1. We refer to the Framework Contract. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Contract.
2. We acknowledge that the Agency relied on our capacity to meet the selection criteria relating to economic and financial standing that CCS set out in the procurement process for the Framework Contract.
3. We have issued this Letter of Intent to Guarantee in consideration of CCS entering into the Framework Contract with the Agency.
4. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Agency will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
5. We acknowledge that it is a condition of the Framework Contract that:
 - 5.1. we provide this Letter of Intent to Guarantee to CCS (paragraph 2.1.1 of Joint Schedule 8 of the Framework Contract); and
 - 5.2. on demand from a Client, the Agency must procure that we enter into a Guarantee in the form set out in Annex 1 to Joint Schedule 8 of the Framework Contract (paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract).

6. We confirm that:

6.1. we undertake to provide each Guarantee in accordance with the Framework Contract; and

6.2. we understand that CCS may terminate the Framework Contract with the Agency as a material Default of the Framework Contract if:

6.2.1. we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

6.2.2. we refuse to enter into a Guarantee in accordance paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract; or

6.2.3. an Insolvency Event occurs in respect of the Guarantor.

7. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 of the Framework Contract.

8. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. CCS and the Guarantor must resolve any Dispute in accordance with Clause 34 of the Core Terms of the Framework Contract as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

Name:

Job Title:

For and on behalf of

[INSERT NAME OF THE GUARANTOR]

Encs:

1. Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

Joint Schedule 10 (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/Client]:		Date:	
Agency [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] Working Days		

Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Agency:		Date:	
Review of Rectification Plan [CCS/Client]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Client]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel" all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; and

"Supplier" means the Agency;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required

the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29.** Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
- 1.2 Email: Redacted – FOI Section 40 Personal Information . Telephone: Redacted – FOI Section 40 Personal Information
- 1.3 The contact details of the Supplier's Data Protection Officer are: Redacted – FOI Section 40 Personal Information
- 1.4 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>The Parties acknowledge that they are joint Controllers for the purposes of the Data Protection Legislation in respect of personal data collected by the Agency on behalf of the Client</i></p>
Duration of the Processing	The duration of the processing may be for up to as long as the duration of the Contract.
Nature and purposes of the Processing	<p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p><i>The nature of the processing may include collection, ordering, dissemination of, storage and erasure of personal data.</i></p> <p><i>The purpose may include but not be limited to:</i></p> <ul style="list-style-type: none">- Events- Mailing lists

	<ul style="list-style-type: none"> - <i>Managing online communities</i> - <i>Content creation</i> - <i>Case studies</i> - <i>Media interviews</i> - <i>Customer insight</i> - <i>Workforce data insight</i>
Type of Personal Data	Types of data may include but not be limited to: Name, address, DOB, nationality, email address, telephone number, images
Categories of Data Subject	Categories may include but not be limited to: Members of the public, users of campaign websites, users of community groups, influencers
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p> <p>Home Office personal data files, research and insight reports (Information Assets) shared between the 'joint controllers' are to be stored securely for the duration of the Contract. Access to Personal data is restricted to the authorised project team. Personal data is to be retained for auditing purposes and in-line with the Home Office retention and disposal standards retention period</p> <ul style="list-style-type: none"> ● 2.4 Projects and research <ul style="list-style-type: none"> ○ Routine projects/committees/groups (destroy 7 years) ○ High profile research/reports (review after 15 years). <p>This will be monitored annually by the Information Asset Manager & Information Asset Owner within the Home Office responsible for the Information Assets.</p>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 12 months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;

- (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale, which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a

result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority 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 Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"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 12; 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 Agency shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder 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;
- 2.1.2 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 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; 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 at Paragraph 2.1.1 of this Schedule 12 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 Agency.
- 2.3 The obligation on the Agency set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Agency on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Agency 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 the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the 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 Agency in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Agency agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Agency further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat