**RM6371 PRINT MARKETPLACE 2**

**FRAMEWORK CONTRACT FOR THE PROVISION OF SERVICES**

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| --- | --- |
| **CCS** | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service.  Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP. |
| **The Supplier** | Name: [Supplier Name]  Address: [Supplier Address]  Registration  number:  [Supplier Registration]  SID4GOV ID: [Supplier SID4GOV ID] |
| **Date** |  |
| **Type of Services** | The provision, hosting and management of a digital platform offering public sector buyers access to suppliers of print services. |

This Framework Contract is made on the date set out above subject to the terms set out in the schedules and appendix listed below (“**Schedules**”). CCS and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Framework Contract unless otherwise defined.

**Schedules**

|  |  |
| --- | --- |
| **Schedule 1** | Key Provisions |
| **Schedule 2** | General Terms and Conditions |
| **Schedule 3a** | Information Provisions |
| **Schedule 3b** | Personal Data Provisions |
| **Schedule 4** | Definitions and Interpretations |
| **Schedule 5a** | Specification |
| **Schedule 5b** | Tender Response Document |
| **Schedule 6** | Commercial Schedule |
| **Schedule 7** | Ordering Procedure |
| **Schedule 8** | Variation Form |
| **Schedule 9** | Management Charges and Information |
| **Schedule 10** | Financial Difficulties |
| **Schedule 11** | Self-Audit Certificate |

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| **Schedule 12** | Guarantee |
| **Schedule 13** | Rectification Plan |
| **Schedule 14** | Supply Chain Visibility |
| **Schedule 15** | Part A: Framework Implementation  Part B: Testing  Part C: Framework Services |
| **Schedule 16** | Registration and Management of Print Suppliers |
| **Schedule 17** | Staff Transfer |
| **Appendix A** | Call-off Terms and Conditions for the Provision of Services |

**Signed by the authorised representative of CCS**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Position: | **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |

**Signed by the authorised representative of THE SUPPLIER**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Position: | **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |

**Schedule 1**

**Key Provisions**

**1 Application of the Key Provisions**

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

**2 Term**

2.1 The Term of this Framework Contract shall be four (4) years from the Go Live Date.

Commencement (Award) Date/Start Date - 25/06/2024

Go Live Date - 16/12/2024

Expiry Date - 15/12/2028

**3 Contract Managers**

3.1 The Contract Managers at the commencement of this Framework Contract are: 3.1.1 for CCS:

**(Redacted under FOIA section 40, Personal Information)**

3.1.2 for the Supplier:

**(Redacted under FOIA section 40, Personal Information)**

**4 Names and addresses for notices**

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

4.1.1 for CCS:

**(Redacted under FOIA section 40, Personal Information)**

4.1.2 for the Supplier:

**(Redacted under FOIA section 40, Personal Information)**

**5 Marketing Contact/Compliance Contact**

The Marketing Contact for the Supplier is:

**(Redacted under FOIA section 40, Personal Information)**

The Compliance Contact for the Supplier is:

**(Redacted under FOIA section 40, Personal Information)**

**6 Order of precedence**

6.1 Subject always to Clause 1.8 of Schedule 4, should there be a conflict between any other parts of this Framework Contract the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page of this Framework Contract for the Provision of Services;

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 4: Definitions and Interpretations;

6.1.4 Schedule 3a & 3b: Information and Personal Data Provisions;

6.1.5 the following schedules in equal order of precedence:

(i) Schedule 5a: Specification

(ii) Schedule 6: Commercial Schedule;

(iii) Schedule 15: Framework Implementation, Testing and Framework Services

(iv) Schedule 7: Ordering Procedure;

(v) Schedule 8: Variation Form;

(vi) Schedule 9: Management Charges and Information;

(vii)Schedule 10: Financial Difficulties;

(viii) Schedule 11: Self Audit Certificate

(ix) Schedule 12: Guarantee

(x) Schedule 13: Rectification Plan

(xi) Schedule 14: Supply Chain Visibility;

6.1.6 Schedule 2: General Terms and Conditions;

6.1.7 the order in which all subsequent schedules, if any, appear;

6.1.8 Schedule 5b: Tender Response Document as long as any part of the Tender Response Document that offers a better commercial position for CCS or any Buyer (as decided by CCS) takes precedence over the documents above; and

6.1.9 any other documentation forming part of the Framework Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, CCS’ requirements in the form of its specification and other statements and requirements, the Supplier’s responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier’s responses, proposals and/or method statements as included as part of Schedule 5a and 5b. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) CCS’ requirements; (2) any clarification to the Supplier’s responses, proposals and/or method statements, and (3) the Supplier’s responses, proposals and/or method statements.

**7 Buyers**

7.1 The Contracting Authorities identified in the Contract Notice, in the Find a Tender In Service reference **2024/S 000-008526** (FTS Contract Notice).

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

**8 Management Charge**

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

**9 Performance Indicators**

9.1 The Supplier’s performance will be measured by the following Performance Indicators (“**PI**”):

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Performance Indicator** | **KPI Target** | **KPI Measure** | **KPI Explanation** |
|
|
| **1.0 Print Marketplace** |  |  |  |
| 1.1 Availability: Print Marketplace availability | 99% | Evidenced by the Supplier via system availability report | % highlights the availability of the system |
| 1.2 Provision of Quotes:  At least 80% are instant  And no more than 20% RFQ | 80% | Report on quotations to be provided by the Supplier; and subject to review as part of the Framework Contract management process and audit reviews conducted by CCS | % share of instant quotes via the system |

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| **2.0 Management of the Supply Chain** |  |  |  |
| 2.1 Request for registrations acknowledged within two (2) Working Days | Year 1 90%  Year 2 onwards 95% | Report on supplier registrations to be provided by the Supplier; and subject to review as part of the Framework Contract management and audit reviews conducted by CCS. | % of registrations acknowledged within stated SLA |
| 2.2 Supplier assessment completed and Print Suppliers informed of the outcome within ten (10) days | Year 1 80%  Year 2 90% | % of registrations completed within stated SLA |
| 2.3 Prompt Payment of supply chain for undisputed invoices  Within a maximum of 30 days for order invoice method of payment  Within a maximum of 7 days for Purchase card method of payment | 95% | Report on prompt payment adherence to be provided by the Supplier; to be reviewed as part of the Framework Contract management process and audit reviews conducted by CCS | % of payments made within the stated SLA |
| 2.4 **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** |

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| **3.0 Customer satisfaction** |  |  |  |
| 3.1 Goods provided under the Framework Contract to be to the satisfaction of Buyers | 95% | Confirmation by the Supplier substantiated by evidence of feedback from customers | % of orders to the satisfaction of Buyers |
| 3.2 Complaints/Issues Handling:  All Complaints shall be logged and acknowledged within twenty-four (24) hours of receipt | 99% | To be evidence from reports from the Supplier as part of the suite of Management Information reports the frequency and format TBC | % of complaints logged within the stated SLA |
| 3.3 Resolution of complaints within ten (10) Working Days from the original complaint | 95% | % of complaints resolved within the stated SLA |
| 3.4 The Supplier shall replace any returned or faulty Goods with items of the same price and quality within ten (10) Working Days from the date the complaint is made | 95% | % of orders replaced (if required) within the stated SLA |

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| **4.0 Operational efficiency and savings** |  |  |  |
| 4.1 The Supplier to deliver and evidence cost savings over the Framework Contract duration | 5% | Quarterly report from dashboard | % savings realised by the customer |

|  |  |  |  |
| --- | --- | --- | --- |
| **5.0 Framework Contract promotion** |  |  |  |
| 5.1 Successful promotion of the Framework Contact to both Print Suppliers and Buyer Organisations | 100% | Meet the targets/objectives of the agreed marketing plan | Full delivery of marketing actions equates to 100% |
| 5.2 Level of Spend through Print Marketplace | Year 1 - £5.5m | Annual Forecast |

|  |  |  |  |
| --- | --- | --- | --- |
| **6.0 Delivering Social Value** |  |  |  |
| 6.1 More than 33% Print Suppliers SMEs | 33% | To be evidenced quarterly from reports from the Supplier as part of the suite of Management Information reports | % of suppliers that are SME |
| 6.2 The Supplier to deliver against the Apprenticeship/Skills Development target of 3-5% | 3% | % share of apprentices across the organisation |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.0 Framework Management** |  |  |  |
| 7.1 MI Returns to CCS by 5th Working Day of each month | 100% | Evidenced via CCS upload to CCS data submission service | Must complete within the SLA for 100% |
| 7.2 Supplier Annual self-audit certificate to be issued to the CCS in accordance with the Framework Contract | 100% | Confirmation of receipt and time of receipt by CCS | Self audit to be submitted annually for 100% |
| 7.3 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report | 100% | Confirmation by the CCS of completion of the actions by the dates identified in the Audit Report | Audit actions (if applicable) to be completed within set SLA for 100% |

**10 Implementation of the Framework**

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

**11 Contract fulfilment obligations**

11.1 The Supplier must Sub-contract to Print Suppliers no less than ninety percent (90%) of the total Print Services ordered by Buyers in any Contract Year.

**12 Quality assurance standards**

12.1 The quality assurance standards specified in Schedule 5a Specification shall apply, as appropriate, to the provision of the Services.

**13 NOT USED**

**14 Guarantee**

14.1 Promptly following the execution of this Framework Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to CCS, deliver the executed deed of guarantee to CCS if required by the procurement process followed by CCS. Failure to comply with this Key Provision, if applicable, shall be an irremediable breach of this Framework Contract.

**15 Key Sub-contractors - Redacted under FOIA section 40, Personal Information**

15.1 The Key Sub-contractors (which does not include Print Suppliers), are:

|  |  |  |
| --- | --- | --- |
| **Name (Registered name if registered)** | **Registration number (if registered)** | **Role of Sub-contractor** |
| **Redacted under FOIA section 40, Personal Information** | **Redacted under FOIA section 40, Personal Information** | **Redacted under FOIA section 40, Personal Information** |

**16 Commercially Sensitive Information**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of**  **Confidentiality** |
| **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** | **(Redacted under FOIA section 40, Personal Information)** |

**17 Cyber Essentials**

17.1 The Supplier shall provide a Cyber Essentials Plus Certificate in accordance with the provisions of Clauses 13 to 18 of Schedule 3a.

**18 Print Suppliers**

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

**19 No acceptance of direct requests**

19.1 During the Term, the Supplier shall not, and shall ensure that any Print Supplier shall not, fulfil any direct orders or requests from any Buyers for items the same as or similar to those items included within a pre-existing, valid Quote generated through Print Marketplace.

**Schedule 2**

**General Terms and Conditions**

**Contents**

1. Supplier’s appointment

2. CCS commitments

3. Ordering procedures

4. Reasonable assistance

5. Supplier Performance

6. Business continuity

7. CCS’ obligations

8. Contract management

9. Price and payment

10. Warranties

11. Corporate and Social Responsibility

12. Statutory compliance

13. Independence of Buyers

14. Limitation of liability

15. Insurance

16. Term and termination

17. Consequences of expiry or early termination of this Framework Contract 18. Intellectual Property Rights

19. Change management

20. Continuous Improvement

21. Dispute resolution

22. Force majeure

23. Records retention and right of audit

24. The prevention of fraud

25. Equality, diversity and human rights

26. Health and safety

27. Environment

28. Tax

29. Conflict of Interest

30. Reporting a breach of the Framework Contract

31. Notice

32. Assignment, novation and subcontracting

33. General

**1 Supplier’s appointment**

1.1 CCS appoints the Supplier as the provider of the Services.

1.2 In consideration of CCS agreeing to appoint the Supplier to this Framework Contract in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Contract, the Supplier undertakes to provide:

1.2.1 the Framework Services in accordance with this Framework Contract; and 1.2.2 the Print Services under Orders placed with the Supplier.

1.3 The Supplier agrees that the Call-Off Terms and Conditions for the Provision of Services shall apply to all Services provided by the Supplier to a Buyer pursuant to this Framework Contract. The Supplier agrees that it will not in its dealings with a Buyer seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Contract.

1.4 The Supplier shall comply fully with its obligations set out in this Framework Contract, the Specification and Tender Response Document, the Call-off Terms and Conditions for the Provision of Services and any other provisions of Contracts entered into under and in accordance with this Framework Contract (to include, without limitation, the PIs).

**2 CCS commitments**

2.1 Unless otherwise set out in the Commercial Schedule, the Supplier acknowledges that:

2.1.1 there is no obligation on CCS or on any other Buyer to purchase any Services from the Supplier during the Term;

2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by CCS and/or any other Buyer in respect of the total volumes or value of the Services to be ordered by them pursuant to this Framework Contract and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such undertaking, statement, promise or representation;

2.1.3 in entering this Framework Contract, no form of exclusivity has been granted by CCS and/or other Buyer; and

2.1.4 CCS and/or other Buyers are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

**3 Ordering procedure**

3.1 Any Buyer may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

**4 Reasonable assistance**

4.1 Upon the request of any Buyer, the Supplier shall provide such Buyer with any reasonable and proportionate information that it holds about the Print Services it supplies under this

Framework Contract including, without limitation, alongside other related services, to enable the Buyer to complete any necessary due diligence before purchasing such Print Services, or any connected or replacement services.

**5 Supplier Performance**

5.1 The Supplier shall perform the Services and all Contracts entered into under this Framework Contract by CCS or by any other Buyer in accordance with:

5.1.1 the requirements of this Framework Contract;

5.1.2 the provisions of the respective Contracts; and

* + 1. reasonably skill and care, all applicable Law and Good Industry Practice.

1. **Business Continuity - BCDR Plan**
   1. At least ninety (90) Working Days prior to the Go Live Date the Supplier shall prepare and deliver to CCS for CCS’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:
      1. ensure continuity of the provisions of the Services following any failure or disruption of any element of the Services and/or Deliverables; and
      2. the recovery of the Services in the event of a Disaster.
   2. The Supplier agrees and acknowledges that CCS may provide the BCDR Plan to the Buyers and that CCS may consult with the Buyers and/or invite the Buyers to participate in any meeting or review or to collaborate with the Buyers in the development of the BCDR Plan.
   3. The BCDR Plan shall be divided into three sections:
      1. Section 1 which shall set out general principles applicable to the BCDR Plan;
      2. Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and
      3. Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").
   4. Following receipt of the draft BCDR Plan from the Supplier, CCS shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Supplier and CCS are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**General Principles of the BCDR Plan (Section 1)**

* 1. Section 1 of the BCDR Plan shall:
     1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
     2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Print Supplier;
     3. contain an obligation upon the Supplier to liaise with the Buyer, CCS and any Print Suppliers with respect to business continuity and disaster recovery;
     4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its Print Suppliers in each case as notified to the Supplier by the Buyer from time to time;
     5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
     6. contain a risk analysis, including:
        1. failure or disruption scenarios and assessments of likely frequency of occurrence;
        2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
        3. identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
        4. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Print Supplier; and
        5. a business impact analysis of different anticipated failures or disruptions.
        6. provide for documentation of processes, including business processes, and procedures;
        7. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
        8. identify the procedures for reverting to "normal service";
        9. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
     7. identify the responsibilities (if any) that CCS has agreed it will assume in the event of the invocation of the BCDR Plan;
        1. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer’s business continuity plans;
        2. contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer’s request) any Print Supplier with respect to issues concerning insolvency continuity where applicable; and
        3. detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Print Suppliers in each case as notified to the Supplier by the Buyer from time to time.
  2. The BCDR Plan shall be designed so as to ensure that:
     1. the Services are provided in accordance with this Framework Contract and each Contract at all times during and after the invocation of the BCDR Plan;
     2. the adverse impact of any Disaster is minimised as far as reasonably possible;
     3. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
     4. it details a process for the management of disaster recovery testing.
  3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
  4. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s), or to any increase in the Print Services Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Framework Contract.

**Business Continuity (Section 2)**

* 1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
     1. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
     2. the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
  2. The Business Continuity Plan shall:
     1. address the various possible levels of failures of or disruptions to the provision of Deliverables;
     2. set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
     3. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
     4. set out the circumstances in which the Business Continuity Plan is invoked.

**Disaster Recovery (Section 3)**

* 1. The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
  2. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
     1. loss of access to the Buyer Premises;
     2. loss of utilities to the Buyer Premises;
     3. loss of the Supplier's helpdesk or CAFM system;
     4. loss of a Print Supplier;
     5. emergency notification and escalation process;
     6. contact lists;
     7. staff training and awareness;
     8. BCDR Plan testing;
     9. post implementation review process;
     10. any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
     11. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
     12. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Clause 6 of this Schedule 2; and
     13. testing and management arrangements.

**Review and changing the BCDR Plan**

* 1. The Supplier shall at its own cost review the BCDR Plan:
     1. on a regular basis and as a minimum once every six (6) Months;
     2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Clause 6.24 of this Schedule 2; and
     3. where CCS requests in writing any additional reviews (over and above those provided for in Clause 6.13.1 and 6.13.2 of this Schedule 2) whereupon the Supplier shall conduct such reviews in accordance with CCS’s written requirements.
  2. Each review of the BCDR Plan pursuant to Clause 6.13 of this Schedule 2 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as CCS shall reasonably require.
  3. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to CCS a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
  4. Following receipt of the Review Report and the Supplier’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
  5. The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

**Testing the BCDR Plan**

* 1. The Supplier shall test the BCDR Plan:
     1. regularly and in any event not less than once in every Contract Year;
     2. in the event of any major reconfiguration of the Deliverables
     3. at any time where CCS considers it necessary (acting in its sole discretion).
  2. If CCS requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with CCS’s requirements and the relevant provisions of the BCDR Plan.
  3. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of CCS and shall liaise with CCS in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of CCS
  4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with CCS and any relevant Buyer. Copies of live test data used in any such testing shall be (if so required by CCS destroyed or returned to CCS on completion of the test.
  5. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to CCS a report setting out:
     1. the outcome of the test;
     2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
     3. the Supplier's proposals for remedying any such failures.
  6. Following each test, the Supplier shall take all measures requested by CCS to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by CCS.

**Invoking the BCDR Plan**

* 1. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform CCS and any relevant Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of CCS.

**Circumstances beyond your control**

* 1. The Supplier shall not be entitled to relief under Clause 22 of this Schedule 2 if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Clause 6 of this Schedule 2.

**7 CCS’ obligations**

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

7.2 CCS shall comply with CCS’ Obligations, if any.

**8 Contract management**

*How CCS and the Supplier will work together*

8.1 The successful delivery of this Framework Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the execution of this Framework Contract and maintaining this relationship throughout the Term.

8.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information provided in accordance with Schedule 9 (Management Charges and Information) and the sharing of information between the Supplier and CCS.

8.3 This Clause 8 of Schedule 2 outlines the general structures and management activities that the Parties shall follow during the Term.

*Framework Contract Management Structure*

8.4 The Supplier shall provide a Contract Manager who will take overall responsibility for delivering the Goods and/or Services required within this Framework Contract, as well as a suitably qualified deputy to act in their absence.

8.5 The Supplier shall put in place a structure to manage this Framework Contract in accordance with Schedule 5a (Specification) and the Performance Indicators.

8.6 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Commencement Date.

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

8.7.1 D&B risk failure score monitoring;

8.7.2 regular evidence that the Required Insurances and, if applicable, Additional Insurances have been renewed and maintained;

8.7.3 invoice payment performance; and

8.7.4 verification of required accreditations & certifications.

*Supplier Review Meetings*

8.8 Regular performance review meetings will take place at CCS’ premises (or at a location to be agreed by the Parties and may take place by telephone) throughout the Term ("**Supplier Review Meetings**") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.

8.9 The Supplier Review Meetings will review the Supplier’s performance under this Framework Contract. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.

8.10 The Supplier Review Meetings shall be attended, as a minimum, by CCS’ Contract Manager and the Supplier’s Contract Manager.

*How the Supplier’s Performance will be measured*

8.11 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.

8.12 CCS reserves the right to adjust, introduce new, or remove PIs throughout the Term, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.

8.13 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

*What the Supplier must do to measure their performance*

8.14 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Framework Contract. This shall include the following (but this list is not exhaustive and may be developed during the Term):

8.14.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;

8.14.2 developing additional PIs to ensure that this Framework Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

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

8.16 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Clause 8 of Schedule 2.

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

8.17 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS’ Contract Manager and the Supplier’s Contract Manager in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

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

*Marketing*

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

8.20 The Supplier shall:

8.20.1 comply with the Specification and Tender Response Document in respect of its obligations concerning the marketing and promotion of the Print Services; and

8.20.2 develop and manage a robust marketing strategy to promote the Print Marketplace to both Buyers and Print Suppliers.

*How the Supplier must contribute to CCS’ publications*

8.21 The Supplier shall supply current information relating to the Services it offers for inclusion in CCS’ marketing materials when required by CCS from time to time.

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

8.23 Failure to comply with the provisions of Clauses 8.21 and 8.22 of Schedule 2 may result in the Supplier's exclusion from the use of such marketing materials.

*What the Supplier can say in its own publications*

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

8.24.1 shall at all times comply with CCS’ branding guidance at

<https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> and

8.24.2 are periodically updated and revised to ensure ongoing compliance.

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

8.26 Save in relation to publication on Print Marketplace which shall be governed by Schedule 15, Part C (Framework Services), the Supplier shall obtain all appropriate approvals from CCS prior to publishing any content in relation to the Framework Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

**9 Price and payment**

9.1 The Supplier Fee applicable to all Contracts shall be calculated as set out in the Commercial Schedule and the payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions for the Provision of Services. The Print Supplier Charge applicable to the Goods and Services offered by each Print Supplier shall be set by the relevant Print Supplier.

9.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Schedule 9 (Management Charges and Information).

9.3 A Supplier invoice is not valid if it includes any Management Charge (the Supplier must not charge any Buyer in any way for the Management Charge).

9.4 Where any payments are to be made under this Framework Contract by either Party in addition to any payments to be made by Buyers under any Contracts, the details of such payments and the invoicing arrangements shall be set out in the Commercial Schedule.

9.5 Where CCS is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Framework Contract, CCS may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.

9.6 Subject to Clause 9.7, the Supplier must ensure that all Sub-contractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the relevant Buyer can publish the details of the late payment or non-payment.

9.7 Where a Buyer pays the Supplier for Print Services using a payment card, the Supplier shall use all reasonable endeavours to pay any Print Supplier who has carried out the work in respect of which such payment was made, within seven (7) days of receiving such payment from the Buyer.

9.8 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

**10 Warranties**

10.1 The Supplier warrants and undertakes that:

10.1.1 it will comply with the terms of all Contracts entered into by Buyers under this Framework Contract;

10.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework Contract, any Contracts, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by CCS from time to time (acting reasonably);

10.1.3 all information included within the Supplier’s responses to any documents issued by CCS as part of the procurement relating to the award of this Framework Contract (to include, without limitation, as referred to in the Specification Document and Commercial Schedule) and all accompanying materials is accurate;

10.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Contract;

10.1.5 it has the right and authority to enter into this Framework Contract and that it has the capability and capacity to fulfil its obligations under this Framework Contract;

10.1.6 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Framework Contract and the documents referred to in this Framework Contract;

10.1.7 all necessary actions to authorise the execution of and performance of its obligations under this Framework Contract have been taken before such execution;

10.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

10.1.9 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Framework Contract;

10.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Framework Contract; and

10.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Contract and has gathered all information necessary to perform its obligations under this Framework Contract and all other obligations assumed by it.

10.2 The Supplier warrants that all information, data and other records and documents required by CCS as set out in the Specification and Tender Response Document shall be submitted to CCS in the format and in accordance with any timescales set out in the Specification and Tender Response Document.

10.3 The Supplier warrants and undertakes to CCS that, as at the Commencement Date, it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.3.1 notify CCS in writing of such fact within five (5) Business Days of its occurrence; and

10.3.2 promptly provide to CCS:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring,

together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonably require.

10.4 The Supplier further warrants and undertakes to CCS that it will inform CCS in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

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

**11 Corporate and Social Responsibility**

11.1 Without prejudice to Clause 25, the Supplier must use reasonable endeavors to comply with the provisions of Clause 11 of Schedule 2.

*What CCS expects from its Suppliers*

11.2 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. <https://www.gov.uk/government/publications/supplier-code-of-conduct/supplier-code-of-conduct-html>

11.3 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Clause 11 of Schedule 2.

*Equality and Accessibility*

11.4 In addition to legal obligations, the Supplier shall support CCS in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Framework Contract and each Contract in a way that seeks to:

11.4.1 eliminate discrimination, harassment or victimisation of any kind; and

11.4.2 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.

*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*](https://www.modernslaveryhelpline.org/report) *or by telephone on 08000 121 700.*

11.5 The Supplier:

11.5.1 shall not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour;

11.5.2 shall not require any Staff to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

11.5.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

11.5.4 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 offences anywhere around the world;

11.5.5 shall make reasonable enquires to ensure that its Staff have not been convicted of slavery or human trafficking offences anywhere around the world;

11.5.6 shall have and maintain throughout the term of this Framework Contract and each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-contractors’ anti-slavery and human trafficking provisions;

11.5.7 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 this Framework Contract or any Contract;

11.5.8 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 Clause 11.5 of Schedule 2;

11.5.9 shall not use, nor allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff;

11.5.10 shall not use or allow child or slave labour to be used by its Sub-contractors; and

11.5.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to CCS, the relevant Buyer and Modern Slavery Helpline.

*Income Security*

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

11.6.1 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;

11.6.2 ensure that all Staff are provided with written and understandable Information about their employment conditions in respect of wages before they accept an appointment as a member of Staff;

11.6.3 provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

11.6.4 not make deductions from wages:

(i) as a disciplinary measure

(ii) except where permitted by law; or

(iii) without expressed permission of the worker concerned;

11.6.5 record all disciplinary measures taken against Staff; and

11.6.6 ensure that Staff are engaged under a recognised employment relationship established through national law and practice.

*Working Hours*

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

11.7.1 ensure that the working hours of Staff comply with national laws, and any collective agreements;

11.7.2 that the working hours of Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

11.7.3 ensure that use of overtime is used responsibly, taking into account: (i) the extent;

(ii) frequency; and

(iii) hours worked;

by individuals and by Staff as a whole.

11.8 The total hours worked by Staff who are employed by the Supplier in any seven-day period shall not exceed 60 hours, except where covered by Clause 11.9 of Schedule 2 below.

11.9 Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:

11.9.1 this is allowed by national law;

11.9.2 this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

11.9.3 appropriate safeguards are taken to protect the workers’ health and safety; and

11.9.4 the Supplier can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

11.10 All Staff who are employees of the Supplier 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.

*Sustainability*

11.11 The Supplier 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>

**12 Statutory compliance**

12.1 The Supplier shall comply with all Law and Guidance relevant to its obligations under this Framework Contract and any Contracts.

12.2 Without limitation to Clause 12.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Contract and any Contracts.

**13 Independence of Buyers**

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

13.1.1 the conduct of Buyers other than CCS in relation to the operation of this Framework Contract; or

13.1.2 the performance or non-performance of any Buyers other than CCS under any Contracts between the Supplier and such other Buyers entered into under this Framework Contract.

**14 Limitation of liability**

14.1 Nothing in this Framework Contract shall exclude or restrict the liability of either Party:

14.1.1 for death or personal injury resulting from its negligence or that of its employees, agents or Sub-contractors;

14.1.2 for fraud or fraudulent misrepresentation by it or its employees;

14.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;

14.1.4 to pay the required Management Charge or Default Management Charge;

14.1.5 to make any payments agreed in accordance with Clause 9.4 of this Schedule 2; or

14.1.6 pursuant to any indemnity given by the Supplier in this Framework Contract.

14.2 Subject to Clause 14.1, 14.2 and 14.4 of this Schedule 2, the total liability of each Party to the other under or in connection with this Framework Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred thousand GBP (£100,000). There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Framework Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

14.3 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Framework Contract.

14.4 The liability of the Supplier and any Buyers under any Contracts entered into pursuant to this Framework Contract shall be as set out in the Call-off Terms and Conditions for the Provision of Services forming part of such Contracts.

**15 Insurance**

*The insurance the Supplier must have*

15.1 Unless otherwise confirmed in writing by CCS, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of each of employer’s liability, public liability, product liability and professional indemnity in accordance with Good Industry Practice with

the minimum cover per claim of the greater of five (5) million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with CCS in writing (“**Insurances**”).

15.2 The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.

15.3 The Insurances shall be:

15.3.1 maintained in accordance with Good Industry Practice;

15.3.2 (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;

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

15.3.4 maintained for at least six (6) years after the earlier of the expiry or termination of this Framework Contract.

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

*How to manage the insurance*

15.5 Without limiting the other provisions of this Framework Contract, the Supplier shall:

15.5.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services 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;

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

15.5.3 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.

*What happens if the Supplier is not insured*

15.6 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

15.7 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, CCS may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

*Evidence of insurance the Supplier must provide*

15.8 The Supplier shall upon the Framework Commencement Date and within fifteen (15) Business Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to CCS, that the Insurances are in force and effect and meet in full the requirements of this Clause 15 of Schedule 2.

*Making sure the Supplier is insured to the required amount*

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

*Cancelled Insurance*

15.10 The Supplier shall notify CCS in writing at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

*Insurance claims*

15.12 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services, this Framework Contract or each Contract for which it may be entitled to claim under any of the Insurances. In the event that CCS receives a claim relating to or arising out of this Framework Contract or the Services, the Supplier shall co-operate with CCS

and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

15.13 Except where CCS is the claimant party, the Supplier shall give CCS notice within twenty (20) Business Days after any insurance claim in excess of 10% of the sum required to be

insured pursuant to this Clause 15 of Schedule 2 relating to or arising out of the provision of the Services or this Framework 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 CCS) full details of the incident giving rise to the claim.

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

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

**16 Term and termination**

16.1 This Framework Contract shall commence on the Go Live Date and, unless terminated earlier in accordance with the terms of this Framework Contract or the general law, shall continue until the end of the Term.

16.2 CCS has the right to terminate this Framework Contract at any time without reason or liability by giving the Supplier at least thirty (30) days' notice and if the Framework Contract is terminated Clause 17.3.2 to 17.3.7 of Schedule 2 applies.

16.3 If any of the following events happen, CCS has the right to immediately terminate this Framework Contract by issuing a Termination Notice to the Supplier:

16.3.1 there is a Supplier Insolvency Event;

16.3.2 there is a Default that is not corrected in line with an accepted Rectification Plan;

16.3.3 CCS rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;

16.3.4 there is any material Default of the Framework Contract;

16.3.5 there is any material Default of any Joint Controller Agreement;

16.3.6 there is a Default of Clauses 10.1.3 of Schedule 2, Clause 24 of Schedule 2 (prevention of fraud), Clause 29 of Schedule 2 (conflict of interest), Clauses 13 to 20 (inclusive) of Schedule 3 (original data clauses now amended) or Clauses 21 to 26 (inclusive) of Schedule 3a (where applicable) (cyber essentials clauses) relating to this Framework Contract or any Contract;

16.3.7 there is a consistent repeated failure to meet the Performance Indicators in Clause 9 of Schedule 1;

16.3.8 there is a Change of Control of the Supplier which is not pre-approved by CCS in writing;

16.3.9 there is a variation to the Framework Contract which cannot be agreed using Clause 18 of Schedule 2 or resolved using Clause 20 of Schedule 2;

16.3.10 if CCS discovers that the Supplier was in one of the situations in Regulations 57(1) or 57(2) of the Public Contracts Regulations 2015 at the time the Framework Contract was awarded; or

16.3.11 the Supplier or any of its Affiliates embarrass or bring CCS into disrepute or diminish the public trust in them.

16.4 CCS may terminate this Framework Contract if a Buyer terminates a Contract for any of the reasons listed in Clause 16.3 of Schedule 2.

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

16.6 When CCS receives a requested Rectification Plan it can either:

16.6.1 reject the Rectification Plan or revised Rectification Plan, giving reasons; or

16.6.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

16.7 Where the Rectification Plan or revised Rectification Plan is rejected, CCS:

16.7.1 must give reasonable grounds for its decision; and

16.7.2 may request that the Supplier provides a revised Rectification Plan within 5 Business Days.

16.8 If any of the events in Regulation 73 (1) (a) to (c) of the Public Contracts Regulations 2015 happen, CCS has the right to immediately terminate the Framework Contract and Clause 17.3.2 to 17.3.7 of Schedule 2 applies.

**17 Consequences of expiry or early termination of this Framework Contract**

17.1 The Supplier shall comply with any provisions of any exit plan provided in accordance with Schedule 5a (Specification) and Schedule 5b (Tender Response Document).

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

17.3 Where CCS terminates the Framework Contract under Clause 16.3 of Schedule 2 all of the following apply:

17.3.1 the Supplier is responsible for CCS’ reasonable costs of procuring Replacement Services for the rest of the Term;

17.3.2 CCS’ payment obligations under the terminated Framework Contract stop immediately;

17.3.3 accumulated rights of the Parties are not affected;

17.3.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

17.3.5 the Supplier must promptly return any of CCS’ property provided under the terminated Framework Contract;

17.3.6 the Supplier must, at no cost to CCS or to any Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) and such cooperation shall include provision of the information referred to in Clause 17.2; and

17.3.7 the following Clauses of Schedule 2 survive the termination of the Framework Contract: 9.2, 14, 15.4, 18, 20, 23, 28, 33.4, 33.9, 33.10, Clauses 1-7, 10-12 and 19-26 (inclusive) of Schedule 3a and any Clauses and Schedules which are expressly or by implication intended to continue.

*When Sub-contracts can be ended*

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

17.4.1 there is a Change of Control of a Sub-contractor (which is not a Print Supplier) which is not pre-approved by CCS in writing;

17.4.2 the acts or omissions of the Sub-contractor have caused or materially contributed to a right of termination under Clause 16.3 of Schedule 2; or

17.4.3 a Sub-contractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in CCS.

*Partially ending and suspending this Framework Contract*

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

17.6 Where CCS has the right to terminate this Framework Contract it is entitled to terminate all or any part of it.

17.7 CCS can only partially terminate or suspend this Framework Contract if the remaining parts of this Framework Contract can still be used to effectively deliver the intended purpose.

17.8 The Parties must agree any necessary variation required by Clause 17.6 of Schedule 2 using the Variation Procedure, but the Supplier may not either:

17.8.1 reject the variation; or

17.8.2 increase the Supplier Fee, except where the right to partial termination is under Clause 16.2 of Schedule 2.

**18 Intellectual Property Rights**

18.1 Nothing in this Framework Contract is intended to, or shall have the effect of, transferring ownership of any Existing IPR.

18.2 Any New IPR created under the Framework Services is owned by the Supplier, with the exception of any New IPR which is Government Data which shall be owned by CCS. The Supplier hereby assigns to CCS, by way of present and future assignment, any right, title and interest that the Supplier would otherwise hold in and to the Government Data.

18.3 Any New IPR created under a Contract is owned by the Buyer. The Supplier hereby assigns to the relevant Buyer, by way of present and future assignment, any right, title and interest that the Supplier would otherwise hold in and to such New IPR.

18.4 The Supplier hereby grants to CCS and the Buyers a non-exclusive, non-transferable (except in compliance with Clause 32 of this Schedule 2 in the case of CCS) royalty-free, irrevocable right to access and use, and to permit Authorised Users to access and use, Print Marketplace and any associated technical or other documentation and information supplied or made accessible to CCS and the Buyers in any media, during the Term in accordance with this Framework Contract.

18.5 CCS hereby grants the Supplier a licence to use any Existing IPRs and New IPRs solely for the purpose of fulfilling its obligations during the Term.

18.6 Where a Party acquires ownership of IPRs incorrectly under this Framework 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.

18.7 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in this Framework Contract or otherwise agreed in writing.

18.8 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

18.9 If an IPR Claim is made or anticipated the Supplier must at its own expense and, as relevant, CCS’ or the Buyer’s sole option, either:

18.9.1 obtain for CCS and the Buyer the rights in Clauses 18.1 and 18.4 without infringing any third party IPR

18.9.2 replace or modify the relevant item with substitutes which do not infringe IPR without adversely affecting the functionality or receipt of the Services.

**19 Change management**

19.1 Either Party can request a variation to this Framework Contract. A variation shall only be effective if agreed by both Parties and a completed Variation Form is signed by the authorised signatory of each Party. CCS is under no obligation to agree to a variation proposed by the Supplier.

19.2 The Supplier must provide an Impact Assessment either:

19.2.1 with the Variation Form, where the Supplier requests the variation; or 19.2.2 within the time limits included in a Variation Form requested by CCS.

19.3 If the variation to this Framework Contract cannot be agreed or resolved by the Parties, CCS can either:

19.3.1 agree that the Framework Contract continues without the variation; 19.3.2 terminate the Framework Contract; or

19.3.3 refer the Dispute to be resolved using Clause 20 (Dispute Resolution).

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

19.5 If there is a Specific Change in Law or one is likely to happen during the Term the Supplier must give CCS notice of the likely effects of the changes as soon as reasonably practical. The Supplier must also notify CCS if it believes any variation is needed either to the Services, Supplier Fee or a Contract and provide evidence:

19.5.1 that the Supplier has kept costs as low as possible, including in Sub-contractor costs; and

19.5.2 of how it has affected the Supplier’s costs.

19.6 Any change in the Supplier Fee or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 19.1 to 19.3 of Schedule 2.

**20 Continuous improvement**

20.1 The Supplier shall, throughout the Term, identify new or potential improvements to the provision of the Services with a view to improving the quality and efficiency of the Services.

20.2 The Supplier must adopt a policy of continuous improvement in relation to the Services taking into account feedback from Buyers which the Supplier must seek in accordance with Schedule 5a (Specification).

20.3 In addition to Clause 20.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of the Services (without adversely affecting the performance of any Contract) during that Contract Year ("**Continuous Improvement Plan**") for CCS’ Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

20.3.1 identifying the emergence of relevant new and evolving technologies;

20.3.2 changes in business processes of the Supplier or the Buyers and ways of working that would provide cost savings and/or enhanced benefits to Buyers (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

20.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and

20.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist Buyers in meeting their sustainability objectives.

20.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to CCS for Approval within one hundred (100) Business Days of the first Order.

20.5 CCS shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Business Days of receipt. If it is rejected then the Supplier shall, within ten (10) Business Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Framework Contract.

20.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

20.7 If CCS wishes to incorporate any improvement into this Framework Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to CCS or any Buyer.

20.8 Once the first Continuous Improvement Plan has been Approved in accordance with Clause 20.5:

20.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

20.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier’s progress against the Continuous Improvement Plan.

20.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Clause 20.3.

20.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on the Supplier Fee**.**

20.11 Should the Supplier's costs in providing the Services be reduced as a result of any changes implemented, all of the cost savings shall be passed on to CCS by way of a consequential and immediate reduction in the Supplier Fee.

**21 Dispute resolution**

21.1 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.

21.2 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 21.3 to 21.5 of Schedule 2.

21.3 Unless CCS refers the Dispute to arbitration using Clause 21.4 of Schedule 2, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

21.3.1 determine the Dispute;

21.3.2 grant interim remedies; and/or

21.3.3 grant any other provisional or protective relief.

21.4 The Supplier agrees that CCS 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.

21.5 CCS has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 21.3 of Schedule 2, unless CCS 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 21.4 of Schedule 2.

21.6 The Supplier cannot suspend the performance of this Framework Contract or any Contract during any Dispute.

**22 Force majeure**

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

22.1.1 provides a Force Majeure Notice to the other Party; and

22.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

22.3 Where a Party terminates under Clause 22.2 of Schedule 2:

22.3.1 each party must cover its own losses; and

22.3.2 Clause 17.3.2 to 17.3.7 of Schedule 2 applies.

**23 Records retention and right of Audit**

23.1 Subject to any statutory requirement, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Framework Contract and the Contracts.

23.2 CCS shall have the right to Audit the Supplier’s compliance with this Framework Contract and any Contract and each Buyer shall have the right to Audit the Supplier’s compliance with such Buyer’s Contract(s). The Supplier shall permit or procure permission for the Relevant Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to Audit the Supplier’s compliance with its obligations under this Framework Contract or the relevant Contract as applicable.

23.3 Should the Supplier Sub-contract any of its obligations under this Framework Contract or a Contract, the Relevant Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Relevant Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to Audit the Supplier’s compliance with its obligations under this Framework Contract or any Contract as applicable. The Supplier shall cooperate with such audit and inspection and accompany the Relevant Authority or its authorised representative if requested.

23.4 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 23 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

23.5 The Supplier shall provide reasonable cooperation to the Relevant Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Framework Contract or the relevant Contract as applicable.

23.6 The Supplier shall provide all reasonable information as may be reasonably requested by the Relevant Authority to evidence the Supplier’s compliance with the requirements of this Framework Contract or the relevant Contract as applicable.

23.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

23.7.1 the methodology of the review;

23.7.2 the sampling techniques applied;

23.7.3 details of any issues; and

23.7.4 any remedial action taken.

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

23.9 Notwithstanding Clause 33.8 of Schedule 2, this Clause 23 of Schedule 2 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.

**24 The prevention of fraud**

24.1 The Supplier must not during the Term:

24.1.1 commit a Prohibited Act or any other criminal offence in Regulations 57(1) and 57(2) of the Public Contracts Regulations 2015; or

24.1.2 do or allow anything which would cause CCS, including any of its employees, consultants, contractors, sub-contractors or agents to breach any of the Relevant Requirements or incur any liability under them.

24.2 The Supplier must during the Term:

24.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-contractors to do the same;

24.2.2 keep full records to show it has complied with its obligations under Clause 24 of Schedule 2 and give copies to CCS on request; and

24.2.3 if required by CCS, within 20 Business Days of the Commencement Date of the relevant Contract, and then annually, certify in writing to CCS, that they have complied with Clause 24 of Schedule 2, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

24.3 The Supplier must immediately notify CCS if it becomes aware of any breach of Clauses 24.1 or 24.2 of Schedule 2 or has any reason to think that it, or any of the Supplier Staff, has either:

24.3.1 been investigated or prosecuted for an alleged Prohibited Act;

24.3.2 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;

24.3.3 received a request or demand for any undue financial or other advantage of any kind related to either this Framework Contract or any Contract; or

24.3.4 suspected that any person or Party directly or indirectly related to either this Framework Contract or any Contract has committed or attempted to commit a Prohibited Act.

24.4 If the Supplier notifies CCS as required by Clause 24.3 of Schedule 2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

24.5 In any notice the Supplier gives under Clause 24.4 of Schedule 2 it must specify the: 24.5.1 Prohibited Act;

24.5.2 identity of the Party who it thinks has committed the Prohibited Act; and 24.5.3 action it has decided to take.

**25 Equality, diversity and human rights**

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

25.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

25.1.2 any other requirements and instructions which CCS reasonably imposes related to equality Law.

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

**26 Health and safety**

26.1 The Supplier must perform its obligations meeting the requirements of: 26.1.1 all applicable Law regarding health and safety; and

26.1.2 the Buyer’s current health and safety policy while at the Buyer’s Premises, as provided to the Supplier from time to time.

**27 Environment**

27.1 When working on Site the Supplier must perform its obligations under the Buyer’s current Environmental Policy, as provided to the Supplier from time to time.

27.2 The Supplier must ensure that Supplier Staff are aware of the Buyer’s Environmental Policy.

**28 Tax**

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

28.2 Where the Print Service Charge payable under a Contract is or is likely to exceed £5 million at any point during the relevant term, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS of it within 5 Business Days including:

28.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

28.2.2 other information relating to the Occasion of Tax Non-Compliance that CCS may reasonably need.

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

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

28.4.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with Clause 28.3 of Schedule 2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

28.4.2 the Worker’s contract may be terminated at the Buyer’s request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

28.4.3 the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with Clause 28.3 of Schedule 2 or confirms that the Worker is not complying with those requirements; and

28.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

**29 Conflict of interest**

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

29.2 The Supplier must promptly notify and provide details to CCS if a Conflict of Interest happens or is expected to happen.

29.3 CCS can terminate this Framework Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

**30 Reporting a breach of the Framework Contract**

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

30.1.1 Law;

30.1.2 Clause 11.1 of Schedule 2; or

30.1.3 Clauses 24 to 29 of Schedule 2.

30.2 The Supplier must not retaliate against any of its Staff who in good faith report a breach listed in Clause 30.1 of Schedule 2 to CCS or a Prescribed Person.

**31 Notice**

31.1 All notices under this Framework Contract must be in writing and are considered effective on the Business Day of delivery as long as they are delivered before 5:00pm on a Business Day. Otherwise the notice is effective on the next Business Day. An email is effective when sent unless an error message is received.

31.2 Notices to CCS must be sent to the address or email address of CCS’ Contract Manager in Clause 4.1.1 of Schedule 1.

31.3 Notices to the Supplier must be sent to the address or email address of the Supplier’s Contract Manager in Clause 4.1.2 of Schedule 1.

31.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

**32 Assignment, novation and subcontracting**

32.1 The Supplier cannot assign this Framework Contract without CCS’ written consent.

32.2 CCS can assign, novate or transfer this Framework Contract or any part of it to any Crown Body, public or private sector body which performs the functions of CCS.

32.3 When CCS uses its rights under Clause 32.2 of Schedule 2 the Supplier must enter into a novation agreement in the form that CCS specifies.

32.4 The Supplier can terminate this Framework Contract if it is novated under Clause 32.2 of Schedule 2 to a private sector body that is experiencing an Insolvency Event.

32.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

32.6 If CCS asks the Supplier for details about Sub-contractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

32.6.1 their name;

32.6.2 the scope of their appointment; and

32.6.3 the duration of their appointment.

*Restrictions on certain Sub-contractors*

32.7 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Sub-contractors set out in Clause 15 of Schedule 1.

32.8 The Supplier is entitled to sub-contract its obligations under a Contract to any of the Print Suppliers.

32.9 Where during the Term the Supplier wishes to enter into a new Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of CCS and the Supplier shall, at the time of requesting such consent, provide CCS with the information detailed in Clause 32.10 of Schedule 2. The decision of CCS to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Sub-contractor then they will be added to Clause 15 of Schedule 1. CCS may reasonably withhold their consent to the appointment of a Key Sub-contractor if it considers that:

32.9.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to its interests;

32.9.2 the proposed Key Sub-contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

32.9.3 the proposed Key Sub-contractor employs unfit persons.

32.10 The Supplier shall provide CCS with the following information in respect of the proposed Key Sub-contractor:

32.10.1 the proposed Key Sub-contractor’s name, registered office and company registration number;

32.10.2 the scope/description of any Services to be provided by the proposed Key Sub contractor;

32.10.3 where the proposed Key Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS that the proposed Key Sub-contract has been agreed on "arm’s length" terms;

32.10.4 the Key Sub-contract price expressed as a percentage of the total projected Framework Price over the Term; and

32.10.5 (where applicable) Credit Rating Threshold (as defined in Schedule 10) of the Key Sub-contractor.

32.11 If requested by CCS, within ten (10) Business Days of receipt of the information provided by the Supplier pursuant to Clause 32.10 of Schedule 2, the Supplier shall also provide:

32.11.1 a copy of the proposed Key Sub-contract; and

32.11.2 any further information reasonably requested by CCS.

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

32.12.1 provisions which will enable the Supplier to discharge its obligations under this Framework Contract and any Contracts;

32.12.2 a right under the Contracts (Rights of Third Parties) Act 1999 for CCS and any relevant Buyer to enforce any provisions under the Key Sub-contract which confer a benefit upon CCS and that Buyer respectively;

32.12.3 a provision enabling CCS and any relevant Buyer to enforce the Key Sub contract as if it were the Supplier;

32.12.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to CCS and any relevant Buyer;

32.12.5 obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Framework Contract in respect of:

(i) the data protection requirements set out in Schedule 3b;

(ii) the FOIA and other access request requirements set out in Clauses 10 to 12 (inclusive) of Schedule 3a;

(iii) the obligation not to embarrass CCS and any relevant Buyer or

otherwise bring CCS and any relevant Buyer into disrepute;

(iv) the keeping of records in respect of the goods and/or services being provided under the Key Sub Contract; and

(v) the conduct of audits set out in Clause 23 of Schedule 2;

32.12.6 provisions enabling the Supplier to terminate the Key Sub Contract on notice on terms no more onerous on the Supplier than those imposed by CCS under Clauses 16.3 and 16.4 of Schedule 2 of this Framework Contract; and

32.12.7 a provision restricting the ability of:

(i) the Key Sub-contractor to sub contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract

without first seeking the written consent of each of CCS and any

relevant Buyer; and

(ii) any Print Supplier to sub-contract the provision any of the goods or services provided to the Supplier under the relevant Sub-Contract; and

32.12.8 provisions enabling the Supplier to terminate any Sub-contract with a Print Supplier where any of the grounds for exclusion of Print Suppliers as set out in Schedule 5a (Specification) apply.

32.13 Without prejudice to the Supplier’s obligations concerning Sub-contracts with Print Suppliers under Clause 32.12, the Supplier shall ensure that each such Sub-contract complies with the requirements of Schedule 5 (Specification and Tender Response Document).

**33 General**

33.1 Each of the Parties is independent of the other and nothing contained in this Framework Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Contract.

33.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Contract shall not of itself constitute a waiver of such option or right.

33.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Framework Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

33.4 Any provision of this Framework Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Framework Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

33.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Contract or unless such representation, undertaking or warranty was made fraudulently.

33.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Contract including all costs, legal fees and other expenses so incurred.

33.7 The rights and remedies provided in this Framework Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Contract or by any other contract or document. In this Clause 33.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

33.8 Save under Clause 23 (Record Retention and right of Audit), Schedule 3b (Personal Data Provisions) and the relevant provisions including Clause 2.2 of Schedule 17 (Staff Transfer), a person who is not a party to this Framework Contract shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Contract.

33.9 This Framework Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Contract or any variation to this Framework Contract, contain the entire understanding between the Supplier and CCS relating to the operation of this Framework Contract to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Framework Contract. Nothing in this Framework Contract seeks to exclude either Party's liability for fraud. Any tender conditions and/or disclaimers set out in CCS’ procurement documentation leading to the award of this Framework Contract shall form part of this Framework Contract.

33.10 This Framework Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

33.11 All written and oral communications and all written material referred to under this Framework Contract shall be in English.

**Schedule 3a**

**Information Provisions**

***What you must keep confidential***

1. Each Party must:

1.1. keep all Confidential Information it receives confidential and secure;

1.2. not disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Framework Contract; and

1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

2. In spite of Clause 1 of Schedule 3a, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

2.1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

2.2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

2.3. if the information was given to it by a third party without obligation of confidentiality;

2.4. if the information was in the public domain at the time of the disclosure;

2.5. if the information was independently developed without access to the Disclosing Party’s Confidential Information;

2.6. on a confidential basis, to its auditors;

2.7. on a confidential basis, to its professional advisers on a need-to-know basis; or

2.8. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Framework Contract. The Supplier Staff must enter into a direct confidentiality agreement with CCS at its request.

4. CCS may disclose Confidential Information in any of the following cases:

4.1. on a confidential basis to the employees, agents, consultants and contractors of CCS;

4.2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS transfers or proposes to transfer all or any part of its business to;

4.3. if CCS (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

4.4. where requested by Parliament;

4.5. under Clause 9.6 of Schedule 2; or

4.6. under Clauses 10 to 12 (inclusive) of Schedule 3a.

5. For the purposes of Clauses 2 to 4 of Schedule 3a references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clauses 1 to 7 of Schedule 3a.

6. Transparency Information is not Confidential Information.

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

***Commercially Sensitive Information***

8. In Clause 16.1 of Schedule 1 the Parties have sought to identify the Supplier'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.

9. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which Clause 16.1 of Schedule 1 applies.

***When you can share information***

10. The Supplier must tell CCS within 48 hours if it receives a Request For Information.

11. Within five (5) Working Days of the request the Supplier must give CCS full co-operation and information needed so CCS can:

11.1. publish the Transparency Information;

11.2. comply with any Freedom of Information Act (FOIA) request; and/or 11.3. comply with any Environmental Information Regulations (EIR) request.

12. CCS may talk to the Supplier to help it decide whether to publish information under Clause 10 to 11 of this Schedule 3a. However, the extent, content and format of the disclosure is CCS’ decision, in its absolute discretion.

***Cyber Essentials Certification***

13. The Supplier shall provide a Cyber Essentials Plus Certificate to CCS at the Commencement Date. Where the Supplier fails to comply with this Clause 13 of Schedule 3a it shall be prohibited from commencing the provision of Services under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Clause 13 of Schedule 3a.

14. Where the Supplier continues to process data during the Term the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 13 of Schedule 3a.

15. Where the Supplier is due to process data after the start date of the first Contract but before the end of the Term or the term of the last Contract, the Supplier shall deliver to CCS evidence of:

15.1 a valid and current Cyber Essentials Plus Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

15.2. renewal of the valid Cyber Essentials Plus Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 13 of Schedule 3a.

16. In the event that the Supplier fails to comply with Clauses 14 or 15 (as applicable) of Schedule 3a, CCS reserves the right to terminate this Framework Contract for material Default.

17. The Supplier shall ensure that all Sub-Contracts with Sub-contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-contractors than those imposed on the Supplier under this Framework Contract in respect of the Cyber Essentials Scheme under Clause 13 of Schedule 3a.

18. Clauses 13 to 18 (inclusive) of Schedule 3a shall survive termination or expiry of this Framework Contract and each and any Contract.

***Government Data***

19. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 3b (Personal Data Provisions).

20. The Supplier must not remove any ownership or security notices in or relating to the Government Data.

21. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send CCS copies every 6 Months.

22. The Supplier must ensure that any Supplier 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.

23. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify CCS and immediately suggest remedial action.

24. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable CCS may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that CCS receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

(b) restore the Government Data itself or using a third party.

25. The Supplier must pay each Party’s reasonable costs of complying with Clause 24 unless CCS is at fault.

26. The Supplier:

(a) must provide CCS 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 Supplier 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 unless required by Law to retain it; and

(e) indemnifies CCS against any and all Losses incurred if the Supplier breaches Clause 19 – 26 (inclusive) and any Data Protection Legislation.

**Schedule 3b**

**Personal Data Provisions**

**Definitions**

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 4 (Definitions and Interpretations):

|  |  |
| --- | --- |
| **“EU GDPR”** | the General Data Protection Regulation ((EU) 2016/679); |
| **“Joint Control”** | where two or more Controllers jointly determine the purposes and means of Processing; |
| **“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; |

**Status of the Controller**

* 1. 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:
     + 1. “Controller” in respect of the other Party who is “Processor”;
       2. “Processor” in respect of the other Party who is “Controller”;
       3. “Joint Controller” with the other Party;
       4. “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**

* 1. 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 or further provided in writing by the Controller and may not be determined by the Processor.
  2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
  3. 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:
     1. a systematic description of the envisaged Processing and the purpose of the Processing;
     2. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
     3. an assessment of the risks to the rights and freedoms of Data Subjects; and
     4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
  4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
     1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
     2. ensure that it has in place Protective Measures, which are appropriate to protect against Personal Data Breach, including in the case of the Supplier the measures set out in Clause 21 of Schedule 3a*,* which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
        1. nature of the data to be protected;
        2. harm that might result from a Personal Data Breach;
        3. state of technological development;
        4. cost of implementing any measures;

and which shall be maintained in accordance with Data Protection Legislation and Good Industry Practice;

* + 1. ensure that:
       1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*)) and the Controller’s further written instructions;
       2. it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
          1. are aware of and comply with the Processor’s duties under this Schedule 3b, Clause 1-7 (inclusive) of Schedule 3a and Clauses 10-12 (inclusive) of Schedule 3a.
          2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
          3. 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
          4. have undergone adequate training in the use, care, protection and handling of Personal Data;
    2. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
       1. the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018); or
       2. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018 ) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time under section 119A(1) of the DPA 2018, as well as any additional measures determined by the Controller;
       3. the Data Subject has enforceable rights and effective legal remedies;
       4. the Processor complies with its obligations under 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
       5. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
    3. where the Personal Data is subject to EU GDPR, 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:
       1. the transfer is in accordance with Article 45 of the EU GDPR; or
       2. the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
       3. the Data Subject has enforceable rights and effective legal remedies;
       4. the Processor complies with its obligations under the EU GDPR 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);
       5. 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
    4. 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.
  1. Subject to paragraph 8 of this Schedule 3b, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
     + 1. receives a Data Subject Access Request (or purported Data Subject Access Request);
       2. receives a request to rectify, block or erase any Personal Data;
       3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
       4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
       5. 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
       6. becomes aware of a Personal Data Breach.
  2. The Processor’s obligation to notify under paragraph 7 of this Schedule 3b shall include the provision of further information to the Controller, as details become available.
  3. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Schedule 3b (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:
     + 1. the Controller with full details and copies of the complaint, communication or request;
       2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
       3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
       4. assistance as requested by the Controller following any Personal Data Breach; and/or
       5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
  4. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 3b. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
     + 1. the Controller determines that the Processing is not occasional;
       2. 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
       3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
  5. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
  6. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
  7. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
     + 1. notify the Controller in writing of the intended Subprocessor and Processing;
       2. obtain the written consent of the Controller;
       3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 3b such that they apply to the Subprocessor; and
       4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
  8. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
  9. CCS may, at any time on not less than thirty (30) Working Days’ notice, revise this Schedule 3b 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).
  10. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner’s Office, any relevant Central Government Body and/or any other regulatory authority. CCS may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any non-mandatory guidance issued by the Information Commissioner’s Office, relevant Central Government Body and/or any other regulatory authority.

**Where the Parties are Joint Controllers of Personal Data**

* 1. 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 Schedule 3b.

**Independent Controllers of Personal Data**

* 1. 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.
  2. 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.
  3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Schedule 3b 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.
  4. 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.
  5. The Parties shall only provide Personal Data to each other:
     + 1. to the extent necessary to perform their respective obligations under the Contract;
       2. 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
       3. where it has recorded it in Annex 1 of Schedule 3b *(Processing Personal Data).*
  6. 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.
  7. 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.
  8. 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”)**:
     + 1. 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
       2. 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:
          1. 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
          2. 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.
  9. 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:
     + 1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
       2. implement any measures necessary to restore the security of any compromised Personal Data;
       3. 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
       4. 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.
  10. 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 of Schedule 3b *(Processing Personal Data).*
  11. 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 of Schedule 3b *(Processing Personal Data)*.
  12. Notwithstanding the general application of paragraphs 2 to 16 of this Schedule 3b 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 28 of this Schedule 3b.

**Annex 1 - Processing Personal Data**

This Annex shall be completed by CCS as 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 CCS at its absolute discretion.

* + - 1. The contact details of CCS’ Data Protection Officer are:
      2. **Redacted under FOIA section 40, Personal Information**
      3. The contact details of the Supplier’s Data Protection Officer are:
      4. **Redacted under FOIA section 40, Personal Information**
      5. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      6. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller and Processor for each Category of Personal Data | **Under this Framework Contract CCS is the Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, that CCS is the Controller and the Supplier is the Processor of the following Personal Data:   * *The scope of Personal Data to be processed will be that which is necessary to enable the Supplier to set up, operate and provide services from the Print Marketplace]* |
| Duration of the Processing | *From Framework RM6371 award date until Framework Termination date* |
| Nature and purposes of the Processing | *The nature of the Processing to be carried out by the Supplier under the Services consists of the receipt, registration and use of details of Buyer personnel in order to register the Buyer as an Authorised User, the receipt, storage, use and transmission to Print Suppliers of the Buyer Personal Data, the printing of Buyer Personal Data onto various media and other items including business cards, invitations and letters, providing direct mailing* |
| Type of Personal Data | *Any Personal Data provided by a Buyer for the purposes of receiving and benefitting from the Print Services and shall include personal details of individuals including name, address (work and personal), email address, job title, date of birth, telephone number, and images* |
| Categories of Data Subject | *The categories of Data Subjects whose Personal Data will be processed are employees of CCS and any Buyer, customers of the Buyer, invitees to events held by Buyers, employment candidates and interview attendees, volunteers and any citizen of the United Kingdom* |
| International transfers and legal gateway | 1. *The Supplier shall provide CCS with a statement of the physical location where data will be stored, processed and managed.* 2. *In accordance with paragraph 26.2 of the Specification, the Supplier shall not deliver all or any part of the Goods and/or Services from outside of the UK and shall not transfer any Personal Data outside of the UK without the prior written consent of the Relevant Authority.* |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | *Buyer Personal Data shall be returned to each Buyer or destroyed to the fullest extent possible upon the end of a six-month period following the Supplier’s fulfillment of each Contract unless the Buyer has indicated otherwise in which case the retention period shall be as indicated by the Buyer and noted in the Contract.* |

**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 3-16 of Schedule 3b (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Schedule 3b (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:

* + 1. is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
    2. 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;
    3. 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;
    4. 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
    5. 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 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.

* + 1. **Undertakings of both Parties**
  1. The Supplier and CCS each undertake that they shall:
     1. report to the other Party every three (3) months on:
        1. the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
        2. the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
        3. 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;
        4. any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
        5. 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;

* + 1. notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
    2. 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;
    3. 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) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). 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;
    4. request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
    5. 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;
    6. use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
       1. are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
       2. 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
       3. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
    7. ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
       1. nature of the data to be protected;
       2. harm that might result from a Personal Data Breach;
       3. state of technological development; and
       4. cost of implementing any measures;
    8. 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
    9. ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
    10. Where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
        1. the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74; or
        2. the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with the non-transferring Party which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the **Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures;
        3. the Data Subject has enforceable rights and effective legal remedies;
        4. the transferring Party 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 non-transferring Party in meeting its obligations); and
        5. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
    11. where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
        1. the transfer is in accordance with Article 45 of the EU GDPR; or
        2. the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures;
        3. the Data Subject has enforceable rights and effective legal remedies;
        4. the transferring Party complies with its obligations under EU GDPR 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 non-transferring Party in meeting its obligations); and
        5. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
  1. 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.
     1. **Data Protection Breach**
  2. 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:
     1. 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
     2. all reasonable assistance, including:
        1. 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;
        2. co-operation with the other Party including using such reasonable endeavours as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
        3. co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
        4. 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.
        5. Each Party shall use all reasonable endeavours 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:
        6. the nature of the Personal Data Breach;
        7. the nature of Personal Data affected;
        8. the categories and number of Data Subjects concerned;
        9. the name and contact details of the Supplier’s Data Protection Officer or other relevant contact from whom more information may be obtained;
        10. measures taken or proposed to be taken to address the Personal Data Breach; and
        11. describe the likely consequences of the Personal Data Breach.
     3. **Audit**
  3. The Supplier shall permit:
     + 1. CCS, or a third-party auditor acting under CCS’ direction, to conduct, at CCS 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
       2. CCS, or a third-party auditor acting under CCS’ 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. CCS 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.
     1. **Impact Assessments**
  5. The Parties shall:
     1. 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
     2. 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.
     3. **ICO Guidance**

The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner, any relevant Central Government Body and/or any other regulatory authority. 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, any relevant Central Government Body and/or any other regulatory authority.

* + 1. **Liabilities for Data Protection Breach**

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

* 1. If financial penalties are imposed by the Information Commissioner on either CCS or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
     + 1. if in the view of the Information Commissioner, CCS is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of CCS, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by CCS, then CCS shall be responsible for the payment of such Financial Penalties. In this case, CCS 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 CCS 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;
       2. 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 CCS is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to CCS 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
       3. if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment, then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 20 of Schedule 2 (Resolving disputes).
  2. If CCS 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.
  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”):

1. if CCS is responsible for the relevant Personal Data Breach, then CCS shall be responsible for the Claim Losses;
2. if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
3. if responsibility for the relevant Personal Data Breach is unclear, then CCS and the Supplier shall be responsible for the Claim Losses equally.
   1. Nothing in either clause 7.2 or clause 7.3 shall preclude CCS 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 CCS.
      1. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), CCS shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 16 of Schedule 2.

* + 1. **Sub-Processing**
  1. In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
     + 1. 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
       2. ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.
     1. **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 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.

**Schedule 4**

**Definitions and Interpretations**

**1 Definitions**

* 1. In this Framework Contract the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions for the Provision of Services at Appendix A of this Framework Contract. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Provision of Services are as set out at Appendix A of this Framework Contract. References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time. References to any legal entity shall include anybody that takes over responsibility for the functions of such entity.
  2. References in this Framework Contract to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of this Framework Contract.
  3. References in this Framework Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
  4. Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 33.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Framework Contract.
  5. The headings are for convenience only and shall not affect the interpretation of this Framework Contract.
  6. Words denoting the singular shall include the plural and vice versa.
  7. Where a term of this Framework Contract provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
  8. Where there is a conflict between the Supplier’s responses to CCS’ requirements (the Supplier’s responses being set out in Schedule 5a and 5b) and any other part of this Framework Contract, such other part of this Framework Contract shall prevail.
  9. Where a document is required under this Framework Contract, the Parties may agree in writing that this shall be in electronic format only.
  10. Any guidance notes in grey text do not form part of this Framework Contract.
  11. Any terms defined as part of a Schedule or other document forming part of this Framework Contract shall have the meaning as defined in such Schedule or document.

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **“Accounting Reference Date”** | means in each year the date to which the Supplier prepares its annual audited financial statements; |
| **"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; |
| **"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; |
| **“Annex”** | extra information which supports a Schedule; |
| **"Approval"** | the prior written consent of CCS and "**Approve**" and "**Approved**" shall be construed accordingly; |
| **"Audit"** | means the right of the Relevant Authority to:  a) verify the accuracy of the application of the Supplier Fee in relation to the Print Supplier Charge and the Print Services Charge and any other amounts payable by a Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);  b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;  c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;  d) identify and investigate actual or suspected breach of Clauses 24 to 30, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances, the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its  investigations;  f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Services;  g) obtain such information as is necessary to fulfil the obligations of the Relevant Authority to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;  h) review any books of account and the internal contract management accounts kept by the  Supplier in connection with each Contract;  i) 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;  j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or  k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| **"Auditor"** | 1. the Relevant Authority’s internal and external auditors; 2. the Relevant Authority’s statutory or regulatory auditors; 3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; 4. HM Treasury or the Cabinet Office; 5. any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and 6. successors or assigns of any of the above; |
| **"Authority"** | CCS or the Buyer; |
| **"Authority Cause"** | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| **“Authorised User”** | means CCS’ and the Buyers’ employees, consultants, contractors and agents who are authorised by CCS and any Buyer to access and use the Framework Services under the rights granted to CCS and the Buyers pursuant to this Framework Contract; |
| **"Beneficiary"** | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| **“BCDR Plan”** | has the meaning given to it in Clause 6.1 of Schedule 2; |
| **"Business Continuity Plan"** | has the meaning given to it in Clause 6.3.2 of Schedule 2: |
| **Business Day** | means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales; |
| **"Buyer"** | means a Contracting Authority entitled to place Orders under this Framework Contract including CCS and any other Contracting Authority as set out in the Key Provisions; |
| **"Buyer Assets"** | means the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Services which remain the property of the Buyer throughout the term of the Contract; |
| **"Buyer Premises"** | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Services (or any of them); |
| **"Call-Off Procedure"** | means the process for awarding a Contract pursuant to Schedule 7; |
| **"Call-Off Terms and Conditions"** | means the call-off terms and conditions for Contracts as set out at Appendix A of this Framework Contract forming part of the Contracts placed under this Framework Contract; |
| **"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’ Obligations”** | means CCS’ further obligations, if any, referred to in the Specification and Tender Response Document; |
| **"CCS Authorised Representative"** | the representative appointed by CCS from time to time in relation to the Framework Contract; |
| **"Central Government Body"** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:   * 1. Government Department;   2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);   3. Non-Ministerial Department; or   4. Executive Agency; |
| **"Change in Law"** | any change in Law which impacts on the supply of the Services and performance of the Framework Contract which comes into force after the Commencement Date; |
| **"Change of Control"** | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| **“Commencement Date”** | means the date of this Framework Contract; |
| **"Claim"** | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| **“Commercial Schedule”** | means the document set out at Schedule 6; |
| **"Commercially Sensitive Information"** | the Confidential Information listed in Clause 16 of Schedule 1 of the Framework Contract comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to CCS that, if disclosed by CCS, would cause the Supplier significant commercial disadvantage or material financial loss; |
| **"Comparable Supply"** | means the supply of Services to another customer of the Supplier that are the same or similar to the Services; |
| **"Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential; |
| **"Conflict of Interest"** | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS under this Framework Contract, in the reasonable opinion of CCS; |
| **"Contract"** | means any contract entered into under this Framework Contract with the Supplier by any Buyer as further defined in the Call-off Terms and Conditions for the Provision of Services; |
| **“Contracting Authority”** | means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than CCS; |
| **“Contract Manager”** | means for CCS and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time; |
| **"Contract Period"** | the term of either a Framework Contract or 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 Year"** | means a consecutive period of twelve (12) Months commencing on the Go Live 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; |
| **"Costs"** | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:   * 1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:      1. base salary paid to the Supplier Staff;      2. employer’s National Insurance contributions;      3. pension contributions;      4. car allowances;      5. any other contractual employment benefits;      6. staff training;      7. work place accommodation;      8. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and      9. reasonable recruitment costs, as agreed with the Buyer;   2. costs incurred in respect of Supplier 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 Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;   3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and   4. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;   but excluding:   * 1. Overhead;   2. financing or similar costs;   3. 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 Supplier Assets or otherwise;   4. taxation;   5. fines and penalties;   6. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and   7. non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| **"Crown Body"** | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Cyber Essentials Scheme"** | means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/> |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials**  **Certificate"** | a Cyber Essentials Basic Certificate, Cyber Essentials Plus Certificate or a written statement that equivalent controls are in place through other means, verified by a technically competent and independent third party which must be an Information Assurance for Small and Medium Enterprises (IASME) registered certification body to be provided by the Supplier as set out in Clause 17 of Schedule 1; |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |
| **“Data Protection**  **Appendix”** | means the appendix to Schedule 3 of these Call-off Terms and Conditions as CCS may amend from time to time; |
| **"Data Protection Legislation"** | (i) 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; |
| **"Default"** | any breach of the obligations of the Supplier (including abandonment of this Framework Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Framework Contract and in respect of which the Supplier is liable to CCS; |
| **"Default Management Charge"** | has the meaning given to it in Clause 8.1.1 of Schedule 9; |
| **"Deliverables"** | Goods and/or Services that may be ordered under this Framework Contract and each Contract including the Documentation; |
| **“Dependent Parent Undertaking”** | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract; |
| **“Disaster”** | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| **Disaster Recovery Deliverable”** | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **“Disaster Recovery Plan"** | has the meaning given to it in Clause 6.3.3 of Schedule 2; |
| “**Disaster Recovery System"** | means the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **"Disclosing Party"** | means the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clauses 1 to 7 (inclusive) of Schedule 3; |
| **"Dispute"** | means any claim, dispute or difference arises out of or in connection with the Framework Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Framework 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"** | means the process for resolving Disputes as set out in Clause 20 of Schedule 2; |
| **"DOTAS"** | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| **“DPA 2018”** | the Data Protection Act 2018; |
| **"Due Diligence Information"** | any information supplied to the Supplier by or on behalf of CCS prior to the Commencement 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; |
| **"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 Buyer; |
| **"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; |

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| **"Existing IPR"** | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Framework Contract (whether prior to the Commencement Date or otherwise) and Existing IPR shall, in the case of CCS, include the website domain name “www.printmarketplace.gov.uk”; |
| **“Exit Day”** | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| **"Expiry Date"** | the Framework Contract Expiry Date or the Contract Expiry Date (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"** | 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:   * 1. riots, civil commotion, war or armed conflict;   2. acts of terrorism;   3. acts of government, local government or regulatory bodies;   4. fire, flood, storm or earthquake or other natural disaster,   but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| **"Force Majeure Notice"** | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| **"Framework Contract"** | means the form of framework agreement at the front of this document and all schedules and appendices attached to the form of framework agreement; |
| **"Framework Contract Period"** | the period from the Framework Commencement Date, Go Live Date and until the Expiry Date of the Framework Contract; |
| **"Framework Expiry Date"** | the scheduled date of the end of the Framework Contract as stated in Schedule 1 of this Framework Contract; |
| **"Framework Start Date"** | the date of start of the Framework Contract as stated in Schedule 1 of this Framework Contract; |
| **"UK GDPR"** | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"General Anti-Abuse Rule"** | * 1. the legislation in Part 5 of the Finance Act 2013 and; and   2. any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **"General Change in Law"** | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| **"Goods"** | goods made available by the Supplier as specified in the Framework Schedule 5a (Specification) and in relation to each Contract; |
| **“Go Live Date”** | means the date the Print Marketplace platform is launched and operational; |
| **"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"** | 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:   * + 1. are supplied to the Supplier by or on behalf of the Authority; or     2. the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| **"Guarantor"** | means the person (if any) who has entered into a guarantee in the form set out in Schedule 12; |
| **"Halifax Abuse Principle"** | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **"HMRC"** | His Majesty’s Revenue and Customs; |
| **"ICT Policy"** | the Suppliers 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 Supplier), as updated from time to time in accordance with the Variation Procedure; |
| **"Impact Assessment"** | an assessment of the impact of a Variation request by CCS completed in good faith, including:   * 1. details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under the Framework Contract;   2. details of the cost of implementing the proposed Variation;   3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Supplier Fee, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;   4. a timetable for the implementation, together with any proposals for the testing of the Variation; and   5. such other information as CCS may reasonably request in (or in response to) the Variation request; |
| **"Implementation Plan"** | the plan for provision of the Services set out in Schedule 15 (Framework Implementation Plan, Testing and Framework Services) where that Schedule is used or otherwise as agreed between the Supplier and CCS; |
| **"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; |
| **"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 definition given in Schedule 6 (Commercial Schedule); |
| **"Insolvency Event"** | with respect to any person, means:  (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:  (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or  (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;  (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;  (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;  (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;  (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;  (f) where that person is a company, a LLP or a partnership:  (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;  (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;  (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or  (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or  (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| **"Intellectual Property Rights" or "IPR"** | * 1. 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;   2. 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   3. all other rights having equivalent or similar effect in any country or jurisdiction; |
| **"IPR Claim"** | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| **"IR35"** | 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: <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>; |
| **“Joint Controller Agreement”** | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data); |
| **“Joint Controllers”** | where two or more Controllers jointly determine the purposes and means of Processing; |
| **“Key Personnel”** | means the individuals listed in paragraph 5 of Part C of Schedule 15; |
| **“Key Provisions”** | means the key provisions set out in Schedule 1; |
| **"Key Subcontractor"** | any Subcontractor:   * 1. which is relied upon to deliver any work package within the Services in their entirety; and/or   2. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services;   and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| **"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 Commencement 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; |
| **"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; |
| **"Management Charge"** | means the sum specified in the Clause 8.1 of Schedule 1 payable by the Supplier to CCS in accordance with Schedule 9; |
| **"Management Information" or “MI”** | means any information specified as such in Schedule 5a (Specification) or described as such in Schedule 9 including as set out in the MI Reporting Template; |
| **"Marketing Contact"** | shall be the person identified in Clause 5.1 of Schedule 1; |
| **“MI Default”** | means whentwo (2) MI Reports are not provided in any rolling six (6) month period |
| **"MI Failure"** | means when an MI report:   * 1. contains any material errors or material omissions or a missing mandatory field; or   2. is submitted using an incorrect MI reporting Template; or   3. 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 CCS in accordance with Schedule 9; |
| **"MI Reporting Template"** | means the form of report set out in the Annex to Schedule 9 setting out the information the Supplier is required to supply to CCS; |
| **"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; |
| **"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"** | * 1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of providing the Framework Services and updates and amendments of these items including (but not limited to) database schema; and/or   2. IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same;   but shall not include the Supplier’s Existing IPR; |
| **"Occasion of Tax Non–Compliance"** | where:   * 1. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:      1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;      2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or   2. any Tax return of the Supplier 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; |
| **“Ordering Procedure”** | means the procedure enabling Buyers to call-off Print Services and enter into Contracts under this Framework Contract, as set out in Schedule 7; |
| **"Order"** | means an order for Print Services placed through Print Marketplace by a Buyer by completing the relevant sections and fields on Print Marketplace; |
| **"Other Contracting Authority"** | any actual or potential Buyer under the Framework Contract; |
| **“Parent Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **"Parliament"** | takes its natural meaning as interpreted by Law; |
| **"Party"** | in the context of the Framework Contract, CCS or the Supplier, and in the context of each Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits; |
| **"Performance Indicators" or "PIs"** | means the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Clause 9 of Schedule 1; |
| **"Personal Data"** | has the meaning given to it in the UK GDPR; |
| **“Personal Data Breach”** | any event that results, or may result, in unauthorised access to Personal Data held under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach as defined by 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>; |
| **“Print Marketplace”** | means the site or system to be provided by the Supplier under this Framework Contract and by means of which Buyers will obtain quotes from Print Suppliers and be able to view pricing to enable them to place orders for Print Services |
| **“Print Services”** | means the services that the Supplier is required to provide to Buyers under Contracts placed under this Framework Contract, details of such Print Services being set out in the Specification and Tender Response Document and any Order; |
| **“Print Services Charges”** | means the amount charged by the Supplier to a Buyer for providing the Print Services; |
| **“Print Supplier”** | an entity to whom the Supplier may, under a Contract, Sub-contract the provision of the Print Services; |
| **“Print Supplier Charge”** | means the amount charged by a Print Supplier for fulfilling an Order; |
| **“Processing”** | has the meaning given to it in the UK GDPR; |
| **“Processor”** | has the meaning given to it in the UK GDPR; |
| **“Prohibited Acts”** | * 1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:      1. induce that person to perform improperly a relevant function or activity; or      2. reward that person for improper performance of a relevant function or activity;   2. 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   3. committing any offence:      1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or      2. under legislation or common law concerning fraudulent acts; or      3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or   4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| **“Protective Measures”** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; |
| **"Recipient Party"** | the Party which receives or obtains directly or indirectly Confidential Information; |
| **"Rectification Plan"** | the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Schedule 13 which shall include:   * 1. full details of the Default that has occurred, including a root cause analysis;   2. the actual or anticipated effect of the Default; and   3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| **"Relevant Authority"** | means CCS or the Buyer, as applicable; |
| **"Relevant Authority's Confidential Information"** | * 1. 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);   2. 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 the Framework Contract; and   information derived from any of the above; |
| **"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 Supplier is established; |
| **"Replacement Services"** | means any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the expiry or termination (whichever is earlier), whether those services are provided by the Buyer internally and/or by any third party; |
| **"Replacement Subcontractor"** | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| **"Replacement Supplier"** | means any third-party provider of Replacement Services appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Services for its own account, shall also include the Buyer; |
| **"Request For Information"** | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| **"Required Insurances"** | means the insurances required by Clause 13 of Schedule 1 or any additional insurances specified in an Order; |
| **“Review Report”** | has the meaning given to it in Clause 6.15 of Schedule 2; |
| **"Security Management Plan"** | the Supplier's security management plan prepared pursuant to Schedule 15; |
| **"Security Policy"** | the Suppliers security policy, in force as at the Commencement Date as updated from time to time; |
| **"Self Audit Certificate"** | means the certificate in the form as set out in Schedule 11; |
| **"Serious Fraud Office"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **"Services"** | means:  a) the Framework Services; and  b) the Print Services; |
| **"Service Transfer"** | any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| **"Service Transfer Date"** | the date of a Service Transfer; |
| **"Sites"** | any premises (including the Buyer Premises, the Supplier’s premises or third-party premises) from, to or at which:   * 1. the Deliverables are (or are to be) provided; or   2. the Supplier 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; |
| **"Specific Change in Law"** | a Change in Law that relates specifically to the business of the Buyer 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 and Tender Response Document"** | means the documents set out in Schedule 5a (Specification) and Schedule 5b (Tender Response Document) as amended and/or updated in accordance with this Framework Contract; |
| **"Standards"** | any:   * 1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;   2. standards detailed in the specification in Schedule 5a (Specification);   3. relevant Government codes of practice and guidance applicable from time to time; |
| **“Staff”** | means all persons employed or engaged by the Supplier to perform its obligations under this Framework Contract including any Sub-contractors and person employed or engaged by such Sub-contractors; |
| **"Statement of Requirements"** | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| **"Storage Media"** | the part of any device that is capable of storing and retrieving data; |
| **"Sub-Contract"** | any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:   * 1. provides the Deliverables (or any part of them);   2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or   3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| **"Subcontractor"** | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| **“Subsidiary Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **"Supplier"** | means the supplier named on the form of Framework Contract on the first page; |
| **“Supplier Fee”** | means a transactional fee which the Supplier is entitled to add to the Print Services Charges and to retain in consideration for providing the Print Services and Print Marketplace and which shall be calculated in accordance with Schedule 6 (Commercial Schedule); |
| **“Supplier Code of**  **Conduct”** | means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time; |
| **"Supplier's Confidential Information"** | * 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;   2. 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 Supplier’s attention or into the Supplier’s possession in connection with a Contract;   3. Information derived from any of (a) and (b) above; |
| **“Suppliers Proposals”** | has the meaning given to it in Clause 6.15 of Schedule 2; |
| **“Supplier Review**  **Meetings”** | has the meaning given to it in Clause 8.8 of Schedule 2; |
| **"Supplier Staff"** | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under the Framework Contract and each Contract; |
| **“Tax”** | 1. all forms of taxation whether direct or indirect; 2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; 3. 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 4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,   in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction; |
| **“Term”** | means the term as set out in the Key Provisions; |
| **"Termination Notice"** | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Contract on a specified date and setting out the grounds for termination; |
| **"Test Plan"** | a plan:   * 1. for the Testing of the Services; and   2. setting out other agreed criteria related to the achievement of Milestones; |
| **"Tests "** | any tests required to be carried out as set out in the Test Plan or elsewhere in the Framework 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 Supplier for the purpose of providing the Deliverables; |
| **"Transferring Supplier Employees"** | those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| **"Transparency Information"** | the Transparency Reports and the content of this Framework Contract, or any 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 CCS or the Buyer (as applicable); and  (ii) Commercially Sensitive Information; |
| **"Transparency Reports"** | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| **"Variation"** | any change to the Framework Contract or any Contract; |
| **"Variation Form"** | means the form set out in Schedule 8; |
| **"Variation Procedure"** | means the procedure set out in Clause 18 of Schedule 2; |
| **"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 Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the 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"** | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |
| **"Work Hours"** | the hours spent by the Supplier Staff properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

**Schedule 5a - Specification**

**(Attachment 1a – Specification)**



**Schedule 5b – Tender Response Document**

**Tender Response Document**

**(Redacted under FOIA section 40, Personal Information)**

**Schedule 6 - Commercial**

**(Pricing Matrix)**

**(Redacted under FOIA section 40, Personal Information)**

**Schedule 9**

**(Management Information Template)**



**Subcontractors**

**(Redacted under FOIA section 40, Personal Information)**

**Schedule 6**

**Commercial Schedule**

**1 Definitions**

The following definitions shall apply to this Schedule 6:

|  |  |
| --- | --- |
| **“Initial Period”** | means the first two years of the Term ending on the day before the second anniversary of the Go Live Date; |
| **“Review Date”** | means the second anniversary of the Go Live Date and each subsequent anniversary; |

**2 Print Services Charges**

2.1 The Print Services Charges invoiced or charged to Buyers by the Supplier consist of: 2.1.1 the Print Supplier Charge; and

2.1.2 the Supplier Fee.

**3 The Supplier Fee**

What the Supplier Fee covers

3.1 The Supplier Fee shall include all the Supplier’s costs for providing and operating the Print Marketplace during the Term (such costs to include investment costs, implementation costs, account management, promotional and marketing costs, provision of service support to Buyers, licence fees, the Management Charge and any other fees and costs that the Supplier will incur) together with the Supplier’s intended profit. The Supplier acknowledges that unless set out in this Framework Contract, there is no additional mechanism to charge CCS any additional fees or costs for the provision of the Services under this Framework Contract

3.2 The Supplier shall not charge the Print Suppliers any fees such as a registration or set up fee to use Print Marketplace

3.3 The Supplier shall not charge any Buyer any registration fee or set up fee to use Print Marketplace.

How the Supplier Fee is calculated and applied

3.4 The Supplier Fee applicable to any Order and to be included in any Print Services Charges shall be:

3.4.1 calculated in accordance with Table 1; and

3.4.2 discounted, where applicable, in accordance with Table 2,

each as set out in Annex 1 of this Schedule 6.

3.5 The Supplier Fee shall be included in all prices displayed or provided to Buyers on Print Marketplace.

**4 Adjustments to the Supplier Fee**

4.1 The Supplier may make a request at any time to decrease the Supplier Fee.

4.2 The Supplier can only request an adjustment to the Supplier Fee in the following circumstances:

4.2.1 at the first Review Date if the total Buyer spend invoiced for the Initial Period is less than fifteen million GBP (£15,000,000);

4.2.2 to take effect at any Review Date subsequent to the first Review Date; or

4.2.3 at any time further to any changes made in accordance with Clause 19 (Change management) of Schedule 2 in relation to which the Supplier is permitted to seek an increase in the Supplier Fee,

and in the case of an adjustment under paragraph 4.2.1 or 4.2.2, subject to paragraph 4.3 below and only in accordance with changes to the Consumer Price Index ("**CPI**") as described in paragraph 4.5 below.

4.3 If, at any time during the Initial Period, the overall value of the Print Services purchased exceeds fifteen million GBP (£15,000,000), then, for the remainder of the Term, except where a change is requested under paragraph 4.2.3, the Supplier shall not be permitted to request an adjustment to the Supplier Fee.

4.4 The Supplier Fee shall not be adjusted automatically under any circumstances and any request for an adjustment in accordance with this paragraph 4 must be made three

(3) months in advance of the date on which the adjustment shall take effect. If the Supplier wishes to request an adjustment to the Supplier Fee in accordance with:

4.4.1 paragraph 4.2.1, the Supplier must make such request on the Review Date and any applicable increase in the Supplier Fee shall take effect three Months after the Review Date; or

4.4.2 paragraph 4.2.2, the Supplier must make such request three (3) months prior to the relevant Review Date,

and if the Supplier fails to respect the relevant time period for making such requests, it shall not be permitted to request any adjustment to the Supplier Fee until the three months before the next Review Date.

4.5 Any change to the Supplier Fee requested by the Supplier under paragraph 4.2.1 or 4.2.2 shall be made in accordance with changes in the CPI as described in sub-clauses 4.5.1 to 4.5.3. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier. Movements in the CPI shall be reflected in the relevant adjustment to the Supplier Fee as follows:

4.5.1 the CPI shall be baselined on the Commencement Date;

4.5.2 the percentage movement of the CPI from the position on the Commencement Date to the first Review Date for which the Supplier has requested an increase in the Supplier Fee shall determine the adjustment to the Supplier Fee;

4.5.3 the Supplier Fee shall then be indexed on each subsequent Review Date where the Supplier seeks an adjustment to reflect the percentage change in the CPI since the previous change.

4.6 Where the CPI used to carry out any calculation in respect of an adjustment to the Supplier Fee is:

4.6.1 updated (for example due to it being provisional) then the relevant calculation shall also be updated unless CCS and the Supplier agree otherwise; and

4.6.2 is no longer published, CCS and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

**Annex 1**

**1. The Supplier Fee**

**The Supplier Fee to be applied to each Print Supplier Charge is as follows:** Table 1

|  |  |  |
| --- | --- | --- |
| **Buyer Spend Levels**  **(including the Supplier Fee)** | **Buyer Payment Method** | **Supplier fee %** |
| Supplier Fee to be applied to any spend (invoice value) up to £8,000,000.00 million | Purchasing Card | **(Redacted under FOIA section 40, Personal Information)** |
| Invoice Payment | 1**(Redacted under FOIA section 40, Personal Information)** |
| Punch-out Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Supplier Fee to be applied to any spend (invoice value) from £8,000,000.01 million up to £14,000,000.00 | Purchasing Card | **(Redacted under FOIA section 40, Personal Information)** |
| Invoice Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Punch-out Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Supplier Fee to be applied to any spend (invoice value) from £14,000,000.01 up to £19,000,000.00 million | Purchasing Card | **(Redacted under FOIA section 40, Personal Information)** |
| Invoice Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Punch-out Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Supplier Fee to be applied to any spend (invoice value) from £19,000,000.01 up to £22,000,000.00 million. This Supplier Fee will also be applied to any spend (invoice value) that exceeds £22,000,000.00 million. | Purchasing Card | **(Redacted under FOIA section 40, Personal Information)** |
| Invoice Payment | **(Redacted under FOIA section 40, Personal Information)** |
| Punch-out Payment | **(Redacted under FOIA section 40, Personal Information)** |

**2. Supplier Fee Discounts**

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

Table 2

|  |  |
| --- | --- |
| Cumulative Spend | **Percentage by which the Supplier Fee will be discounted**  **%** |
| Discount to be applied to the Supplier Fee when cumulative spend (invoice value) exceeds £10,000,000.01 million | **(Redacted under FOIA section 40, Personal Information)** |
| Discount to be applied to the Supplier Fee when spend when cumulative spend (invoice value) exceeds £15,000,000.01 million | **(Redacted under FOIA section 40, Personal Information)** |

**Schedule 7**

**Ordering Procedure**

[**Guidance: These provisions are adapted from the first section (*How the Contract Works*) of the draft Call-Off Terms. Amendments may be necessary to reflect the successful bidder’s solution although the risk profile of the Buyer must not change.]**

1.1 The definitions set out in clause 2 of the Call-off Terms and Conditions for the Provision of Services (“Terms”) apply to this Schedule.

1.2 To use Print Marketplace, the purchasing entity must register as a Buyer on Print Marketplace using the online registration process [insert link]. The Buyer must provide details of those within its organisation who will be authorised to make purchases from Print Marketplace (“Authorised Users”).

1.3 Each time the Buyer wishes to place an order, it should check the latest version of the Terms displayed on Print Marketplace to ensure an understanding of the terms and conditions which will apply at that time. The Supplier shall indicate at the top of the Terms when they were last updated.

1.4 The Buyer may use the Buyer support service to be found on Print Marketplace for any queries it may have. This can be found at [insert link(s) once Print Marketplace is created]. User guides, a helpline and training materials providing assistance on how to use Print Marketplace are also available together with a frequently asked questions page on Print Marketplace itself. [This paragraph to be updated in accordance with Supplier solution and web links should be provided where relevant]

1.5 Unless the Buyer is purchasing a Catalogue Item, the Buyer must submit a Statement of Requirements via Print Marketplace. Print Marketplace has the facility for the Buyer to upload its own designs, artwork or templates as attachments to the Statement of Requirements. If the Buyer requires customisation of a Catalogue Item, this must be requested using a Statement of Requirements. The Supplier will provide a list of Options and details of the time period for acceptance of the Options within three (3) Working Days of receipt of a Statement of Requirements.

1.6 Once a Buyer has decided upon its requirements, the Buyer should complete its Order following the onscreen prompts specifying, as relevant, which Option or Catalogue Item(s) it requires. The Order process allows checking and amending of any errors before submission.

1.7 The Order (prior to acceptance) is an offer from the Buyer to purchase the Deliverables subject to and in accordance with the provisions of the Contract.

1.8 The Supplier shall send an email to the Buyer acknowledging receipt of the submitted Order but such email will not be acceptance of the Order. Acceptance of the Order shall take place when the Supplier emails the Buyer with notification of the Supplier’s acceptance together with a Supplier Order Number at which point the Contract shall come into existence. Notification of acceptance must be within one (1) Working Day of receipt of the relevant Order.

1.9 If the Supplier cannot accept an Order, it will notify the Buyer as soon as possible stating the reason for the non-acceptance and the order shall not be processed.

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

**Schedule 8**

**Variation Form**

This form is to be used in order to change the Framework Contract in accordance with Clause 18 of Schedule 2.

|  |  |  |
| --- | --- | --- |
| **Framework Contract Details** | | |
| This variation is between: | The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service ("**CCS**”)  And  **(Redacted under FOIA section 40, Personal Information)** | |
| Framework Contract name: | **Print Marketplace 2** **(“the Framework Contract”)** | |
| Framework Contract reference number: | **RM6371** | |
| **Details of Proposed Variation** | | |
| Variation initiated by: | **[delete** as applicable: CCS/Supplier] | |
| Variation number: | **[insert** variation number] | |
| Date variation is raised: | **[insert** date] | |
| Proposed variation |  | |
| Reason for the variation: | **[insert** reason] | |
| An Impact Assessment shall be provided within: | **[insert** number] days | |
| **Impact of Variation** | | |
| Likely impact of the proposed variation including potential impact of not implementing the proposed variation and any known dependencies or constraints: | **[Supplier to insert** assessment of impact] | |
| **Outcome of Variation** | | |
| Framework Contract variation: | This Framework Contract detailed above is varied as follows:  • **[CCS to insert** original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Framework Value: | £ **[insert** amount] |
| Additional cost due to  variation: | £ **[insert** amount] |
| New Framework value: | £ **[insert** amount] |

1. This variation must be agreed and signed by both Parties to the Framework Contract and shall only be effective from the date it is signed by CCS.

2. Words and expressions in this variation shall have the meanings given to them in the Framework Contract.

3. The Framework Contract, including any previous variations, shall remain effective and unaltered except as amended by this variation.

Signed by an authorised signatory for and on behalf of CCS

Signature

Date

Name (in Capitals)

Address

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

Date

Name (in Capitals)

Address

**Schedule 9**

**Management Charges and Information**

**1 How to provide Management Information to CCS**

1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.

1.2 The initial MI Reporting Template is set out in the Annex to this Schedule 9 and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

**2 Reporting period**

2.1 MI Reports must be completed and returned to CCS by the fifth Business Day of every Month during the Term and thereafter until all transactions relating to Contracts have permanently ceased. If at any point there is a period of a Month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one Month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September’s. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

**3 Submitting the information**

3.1 MI Reports shall be completed electronically and uploaded to CCS’ data submission service available at <https://www.reportmi.crowncommercial.gov.uk/>

3.2 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.

3.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.

3.4 The Supplier shall:

3.4.1 promptly after the Commencement Date provide an email 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;

3.4.2 promptly after the Commencement Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Clause 3.4 of Schedule 9.

3.5 The Supplier shall notify CCS of any changes to the details provided under Clause 3.4 of this Schedule 9.

**4 How CCS can use the Management Information**

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, 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 Framework Contract and/or all Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

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

**5 Paying the Management Charge**

5.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.

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

**6 What happens if the Management Charge is not paid?**

6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

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 Framework Contract until such time that overdue invoices are paid; and/or

6.1.4 terminating this Framework Contract.

**7 What happens if the Management Information is wrong?**

7.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.

7.2 Following an MI Failure, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Business Days following receipt of any such reminder.

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

7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.

7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Framework Contract.

**8 What happens if Management Information Reports are not provided?**

8.1 If 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 Supplier shall pay a default management charge in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Clause 8.2.1 of Schedule 9 (the “Default Management Charge”); and/or

8.1.2 suspend the Supplier from the agreement until such time that deficient MI Reports(s) are rectified; and/or

8.1.3 terminate this Framework Contract.

8.2 The Default Management Charge shall be the higher of:

8.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the go livedate of the first 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 Supplier 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 Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

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

**Annex: MI Reporting Template**



**Schedule 10**

**Financial Difficulties**

1. **Definitions**

In this Schedule 10, the following definitions shall apply:

|  |  |
| --- | --- |
|  |  |
| **“Credit Rating Threshold”** | **the minimum credit rating level for each entity in the FDE Group as set out in Annex 2 of Schedule 10;** |
| **“FDE Group”** | **means the Supplier, Key Sub-contractors, the Guarantor and Print Suppliers;** |
| **“Financial Distress Event”** | **Any of the events listed in Paragraph 3.1 of Schedule 10;** |
| **“Financial Distress Remediation Plan”** | **a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Framework Contract in the event that a Financial Distress Event occurs;** |
| **“Rating Agencies”** | **The rating agencies listed in Annex 1 of Schedule 10;** |

* 1. The Parties shall comply with the provisions of Schedule 10 in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
  2. The terms of this Schedule 10 shall survive:
     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 Contract (which might be after the date of termination or expiry of the Framework Contract).

1. **Warranties and duty to notify**
   1. The Supplier warrants and represents to CCS that as at the Commencement Date:
      1. the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 of Schedule 10.
   2. The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
   3. The Supplier shall:
      1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
      2. promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
   4. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1 of Schedule 10, and for the purposes of determining relief under Paragraph 6.1 of Schedule 10, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
2. **Financial Distress Events**
   1. The following shall be Financial Distress Events:
      1. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
      2. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
      3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
      4. an FDE Group entity committing a material breach of covenant to its lenders;
      5. a Key Sub-contractor or Print Supplier notifying CCS that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
      6. any of the following:
         1. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
         2. non-payment by an FDE Group entity of any financial indebtedness;
         3. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
         4. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
         5. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with this Framework Contract.

1. **Consequences of Financial Distress Events**
   1. Immediately upon notification by the Supplier of a Financial Distress Event (or if CCS becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of Schedule 10.
   2. In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5 of Schedule 10, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 of Schedule 10 without first giving the Supplier 10 Working Days to:
      1. rectify such late or non-payment; or
      2. demonstrate to the Relevant Authority’s reasonable satisfaction that there is a valid reason for late or non-payment.
   3. The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
      1. at the request of CCS, meet CCS as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Framework Contract and each Contract; and
      2. where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 of Schedule 10) that the Financial Distress Event could impact on the continued performance of this Framework Contract and each Contract and delivery of the Services in accordance with each Contract:
         1. submit to CCS for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS may permit and notify to the Supplier in writing); and
         2. to the extent that it is legally permitted to do so and subject to Paragraph 4.8 of Schedule 10, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as CCS may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
   4. CCS shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If CCS does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to CCS within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by CCS or referred to the Dispute Resolution Procedure set out in Clause 21 of the General Terms and Conditions at Schedule 2 under Paragraph 4.5.
   5. If CCS considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier’s obligations in accordance with this Framework Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 21 of the General Terms and Conditions at Schedule 2.
   6. Following approval of the Financial Distress Remediation Plan by CCS, the Supplier shall:
      1. on a regular basis (which shall not be less than monthly):
         1. review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by CCS, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Framework Contract and each Contract; and
         2. provide a written report to CCS setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
      2. where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1 of Schedule 10, submit an updated Financial Distress Remediation Plan to CCS for its approval, and the provisions of Paragraphs 4.4 and 4.5 of Schedule 10 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
      3. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
   7. Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 of Schedule 10 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6 of Schedule 10.
   8. The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3.2(b) of Schedule 10 is available when required and on request from CCS and within reasonable timescales. Such measures may include:
      1. obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
      2. agreeing in advance with CCS, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to CCS;
      3. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to CCS (which may include making price sensitive information available to CCS’s nominated personnel through confidential arrangements, subject to their consent); and
      4. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.
2. **Termination rights**
   1. CCS shall be entitled to terminate this Framework Contract if:
      1. the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 2.3.2 of Schedule 10;
      2. the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5 of Schedule 10; and/or
      3. the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3 of Schedule 10,

which shall be deemed to be an event to which Clause 16.3 of the General Terms and Conditions at Schedule 2 applies and Clauses 17.3 of the General Terms and Conditions at Schedule 2 shall apply accordingly.

1. **Primacy of Credit Ratings**
   1. Without prejudice to the Supplier’s obligations and CCS’s rights and remedies under Paragraph 2 of Schedule 10, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7 of Schedule 10, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 of Schedule 10, then:
      1. the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6 of Schedule 10; and
      2. CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b) of Schedule 10.

**Schedule 11**

**Self Audit Certificate**

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

In accordance with Clauses 23.7 (Records retention and right of audit) of Schedule 2 of the Framework Contract Framework Ref: RM6371 entered into on [Insert Commencement Date dd/mm/yyyy] between [Insert Supplier name] and CCS, we confirm the following:

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

2. We have tested a sample of 100 or 15% (whichever is the lesser) of all Orders and related invoices during our audit for the Contract Year ending [Insert dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.

3. We have tested a sample of 100 or 15% Orders and related invoices:

· for the same or similar Services

· for the UK public sector

· not supplied under the Framework Contract

· during our audit for the Contract Year ending [Insert dd/mm/yyyy]

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

4. We attach an audit report which details:

· the methodology used of the review

· the sampling techniques applied

· details of any issues identified

· remedial action taken

Name:………………………………………………………

Signed:…………………………………………………….

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

Date:……………………………………………………….

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

**Schedule 12**

**Guarantee**

**1. Definitions**

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

|  |  |
| --- | --- |
| **“Guarantee”** | means a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule 12; and |
| **“Guarantor”** | means any person acceptable to CCS to give a Guarantee. |

**2. Guarantee**

2.1 Where CCS has notified the Supplier that [the award of the Framework Contract is conditional upon receipt of] [prior to the execution of the first Contract the Supplier shall provide] a valid Guarantee, then on or prior to the execution of the [Framework Contract] [first Contract], as a condition for the award of the [Framework Contract] [first Contract], the Supplier must have delivered to CCS:

2.1.1 an executed Guarantee from a Guarantor; and

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

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

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

2.3.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

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

2.3.3 an Insolvency Event occurs in respect of the Guarantor;

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

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

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

2.4 Notwithstanding Clause 33.8 of Schedule 2, this Schedule 12 is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the Contracts (Rights of Third Parties) Act 1999.

**Annex 1 – Form of Guarantee**

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

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

PROVIDED BY:

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

WHEREAS:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

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

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

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

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

["Authority" has the meaning given to it or to “CCS” as applicable in the Framework Contract;]

["Beneficiary(s)" means [CCS and all Buyers under all Contracts] and "Beneficiaries" shall be construed accordingly;]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. GUARANTEE AND INDEMNITY

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

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

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

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

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

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

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

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

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

5. BENEFICIARY'S PROTECTIONS

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

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

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

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

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

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

7. RIGHTS OF SUBROGATION

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

7.1.1 of subrogation and indemnity;

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

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

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

8. DEFERRAL OF RIGHTS

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

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

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

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

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

8.1.5 claim any set off or counterclaim against the Supplier;

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

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

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

12. ASSIGNMENT

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

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

13. SEVERANCE

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

14. THIRD PARTY RIGHTS

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

15. SURVIVAL

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

16. GOVERNING LAW

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

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

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

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

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

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

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

EXECUTED as a DEED by

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

Director

Director/Secretary

**Schedule 13**

**Rectification Plan**

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

**Schedule 14**

**Supply Chain Visibility**

**1. Definitions**

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

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

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

2.1 The Supplier shall:

2.1.1 subject to Clause 2.3 of this Schedule 14, advertise on Contracts Finder:

(a) all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term; and

(b) on a regular basis, the opportunity to register as a Print Supplier;

2.1.2 within 90 days of awarding a Sub-Contract further to Clause 2.1.1(a) to a Sub-contractor, update the notice on Contract Finder with details of the successful Sub-contractor;

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 Term;

2.1.4 provide reports on the information at Clause 2.1.3 of this Schedule 14 to CCS in the format and frequency as reasonably specified by CCS; and

2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to in Clause 2.1.1 of this Schedule 14 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at Clause 2.1 of this Schedule 14 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.

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

**3. Visibility of Supply Chain Spend**

3.1 In addition to any other management information requirements set out in the Framework Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to CCS which incorporates the data described in the Supply Chain Information Report Template which is:

(a) the total contract revenue received directly on the Framework Contract;

(b) the total value of sub-contracted revenues under the Framework Contract (including revenues for non-SMEs/non-VCSEs); and

(c) the total value of sub-contracted revenues to SMEs and VCSEs.

3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by CCS from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Clause 3.1(a) –(c) of this Schedule 14 and acknowledges that the template may be changed from time to time (including the data required and/or format) by CCS issuing a replacement version. CCS agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of CCS.

**Annex 1**

**Supply Chain Information Report Template**

[Supply Chain Information Report Template](https://docs.google.com/spreadsheets/d/1dv7MDn-yw8pAmTktCKy4ofPobBfIs5Sc/edit?usp=sharing&ouid=114904940535267122976&rtpof=true&sd=true)

**Schedule 15**

**Framework Implementation Plan, Testing and Framework Services**

**Part A - Implementation**

1. definitions

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

|  |  |
| --- | --- |
| **"Delay"** | a) a delay in the Achievement of a Milestone by its Milestone Date; or  b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **“Deliverable”** | any item to be provided as part of the Framework Services; |
| **"Deliverable Item"** | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| **Implementation Manager** | has the meaning given in paragraph 2.1 of this Part A of this Schedule 15 |
| **Implementation Period"** | a period of six (6)Months from the Commencement Date; |

2. Implementation Manager

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

3. Agreeing and following the Implementation

3.1 The Supplier shall provide a draft Implementation Plan to CCS for its initial review within eight (8) Business Days after the Commencement Date. Such draft Implementation Plan shall comply with paragraph 3.2 below.

3.2 The draft Implementation Plan must contain information at the level of detail necessary to manage the implementation stage effectively and as CCS may otherwise require taking into account the length of the Implementation Period and all dependencies known to, or which should reasonably be known to, the Supplier and include:

3.2.1 configuration of the Print Marketplace (including branding, Buyer registration (as buyers) and Print Supplier registration);

3.2.2 testing of the Print Marketplace with CCS and Buyers in accordance with Part B (Testing Procedures) of this Schedule 15;

3.2.3 data security requirements;

3.2.4 details of the intended launch and promotion of the Print Marketplace to CCS and potential Buyers;

3.2.5 details of the procedure for attracting and registering Print Suppliers together with relevant timings such that this process can commence during the Implementation Period;

3.2.6 provision of reports; and

3.2.7 details and timings of training to be provided to relevant personnel of CCS in regard to the functioning and use of the Print Marketplace.

3.3 Following receipt of the draft Implementation Plan from the Supplier, CCS shall undertake an initial high level review and respond to the Supplier within five (5) Business Days of receiving the draft Implementation Plan with its suggestions and proposals. The Parties shall use reasonable endeavours to agree the Implementation Plan within five (5) Business Days after receipt by the Supplier of CCS’ suggestions and proposals. Pursuant to agreement of the Implementation Plan, CCS may undertake a final review of the Implementation Plan which it shall complete within five (5) Business Days. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

3.5 In addition, the Supplier shall:

3.5.1 mobilise all the Services to be provided during the Implementation Period as set out in the Specification and Tender Response Document;

3.5.2 manage and report progress against the Implementation Plan;

3.5.3 construct and maintain an implementation risk and issue register in conjunction with CCS detailing how risks and issues will be effectively communicated to CCS in order to mitigate them;

3.5.4 attend progress meetings (frequency of such meetings shall be agreed by the Parties acting reasonably) during the Implementation Period. Implementation meetings shall be chaired by CCS and all meeting minutes shall be kept and published by the Supplier; and

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

**4. Reviewing and changing the Implementation Plan**

4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with CCS’ instructions and ensure that it is updated on a regular basis.

4.2 CCS shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

4.3 Changes to any Milestones shall only be made in accordance with the Variation Procedure.

4.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

5. **Security requirements before any Call-Off Procedures**

5.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for the required security clearances set out in Schedule 5a (Specification) and ensure that all Supplier Staff have the necessary security clearance in place before Services are provided under any Contract. The Supplier shall ensure that this is reflected in the Implementation Plan.

5.2 The Supplier shall ensure that all Staff do not access CCS’ IT systems, or any IT systems linked to CCS, unless they have satisfied CCS’ security requirements set out in Schedule 5a (Specification).

5.3 The Supplier shall be responsible for providing all necessary information to CCS to facilitate security clearances for Staff and Subcontractors in accordance with CCS’ requirements.

5.4 The Supplier shall ensure that all Staff and Subcontractors requiring access to CCS Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from CCS, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

6. **What to do if there is a Delay**

6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay in relation to its fulfilment of the Implementation Plan it shall:

6.1.1 notify CCS as soon as practically possible and no later than within two (2) Business Days from becoming aware of the Delay or anticipated Delay;

6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

6.1.3 comply with CCS’ instructions in order to address the impact of the Delay or anticipated Delay; and

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

**Annex 1: Implementation Plan**

[To be provided by the Supplier post award]

**Part B - Testing**

**1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 4 (Definitions):

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

**2.** **How testing should work**

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Supplier shall not submit any Deliverable for Testing:

2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

2.2.2 until CCS has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, CCS shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

**3.** **Planning for testing**

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case, no later than twenty (20) Business Days after the Start Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test;

3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

3.2.6 the names and contact details of CCS and the Supplier's Test representatives;

3.2.7 a high level identification of the resources required for Testing including CCS and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

3.2.9 the procedure for managing the configuration of the Test environments.

**4**. **Preparing for Testing**

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case, no later than twenty (20) Business Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 CCS shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of CCS in the Test Plan.

**5. Passing Testing**

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

**6. How Deliverables will be tested**

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Business Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by CCS and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

**7. Performing the tests**

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3 below.

7.3 The Supplier shall notify CCS at least 10 Business Days in advance of the date, time and location of the relevant Tests and CCS shall ensure that the Test Witnesses attend the Tests.

7.4 CCS may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to CCS in relation to each Test:

7.5.1 a draft Test Report not less than 2 Business Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Business Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved CCS shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

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

**8. Discovering Problems**

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to CCS upon request.

8.3 CCS shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

**9. Test witnessing**

9.1 CCS may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by CCS, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of CCS so as to enable CCS to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by CCS to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

**10. Auditing the quality of the test**

10.1 CCS or an agent or contractor appointed by CCS may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.

10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 CCS will give the Supplier at least 5 Business Days' written notice of CCS’ intention to undertake a Testing Quality Audit.

10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by CCS to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives CCS concern in respect of the Testing Procedures or any Test, CCS shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to CCS’ report.

10.6 In the event of an inadequate response to the written report from the Supplier, CCS (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of CCS.

**11. Outcome of the testing**

11.1 CCS will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then CCS shall notify the Supplier and:

11.2.1 CCS may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 CCS may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to CCS’ other rights and remedies, such failure shall constitute a material Default.

11.3 CCS shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 CCS shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by CCS of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of CCS of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, CCS shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, CCS shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), CCS shall refuse to issue a Satisfaction Certificate and, without prejudice to CCS’ other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, CCS may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless CCS agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by CCS within 10 Business Days of receipt of CCS’ report pursuant to Paragraph 10.5); and

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

**12. Risk**

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

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy CCS’ requirements for that Deliverable or Milestone; or

12.1.2 affect CCS’ right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

**Annex 1: Test Issues – Severity Levels**

1. Severity 1 Error

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

2. Severity 2 Error

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

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

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

4. Severity 4 Error

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

5. Severity 5 Error

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

**Annex 2: Satisfaction Certificate**

To: [insert name of Supplier]

From: [CCS]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert full designation of CCS]

**Part C - FRAMEWORK Services**

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

**1. Definitions**

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

|  |  |
| --- | --- |
| **“Breach of Security”** | the occurrence of:  (a) unauthorised access to or use of the Services, the Supplier System, the Print Marketplace and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Supplier in connection with this Framework Contract or any Contract; and/or  (b) loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Supplier in connection with this Framework Contract or any Contract; |
| **“CCS Software”** | any software which is owned by or licensed to CCS and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| **“CCS System”** | CCS’ computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by CCS or the Supplier in connection with this Framework Contract which is owned by or licensed to CCS by a third party and which interfaces with the Supplier System or which is necessary for CCS to receive the Deliverables; |
| **“Commercial off the shelf Software” or “COTS Software”** | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms |
| **“Documentation”** | a) descriptions of the Services, 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 Supplier to CCS under this Framework Contract as:  b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by CCS to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables  c) is required by the Supplier in order to provide the Deliverables; and/or  has been or shall be generated for the purpose of providing the Deliverables; |
| **"Due Diligence Information"** | any information supplied to the Supplier by or on behalf of the CCS prior to the Commencement Date; |
| **"Emergency Maintenance"** | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| **“Framework Services”** | has the meaning given in paragraph 2 of this Part C of this Schedule; |
| **"ICT Environment"** | Print Marketplace, CCS System and the Supplier System; |
| **"Maintenance Schedule"** | has the meaning given to it in paragraph 8 of this Part C of this Schedule; |
| **"Malicious Software"** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **“New Release”** | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| **“Open Source Software”** | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| **“Operating Environment”** | means the CCS System and any premises (including CCS premises, the Supplier’s premises or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or  where any part of the Supplier System is situated; |
| **"Permitted Maintenance"** | has the meaning given to it in paragraph 9.2 of this Part C of this Schedule; |
| **“Software”** | Specially Written Software, COTS Software and non-COTS Supplier and third party software; |
| **“Specially Written Software”** | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Framework Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| **"Supplier System"** | the information and communications technology system used by the Supplier in supplying the Services, and any and all other information, data, documents, all devices, documents, data, know-how, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Supplier or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or the Supplier System; |

**2. Provision of Framework Services**

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

2.1.1. the development and implementation of Print Marketplace in accordance with Schedule 5a (Specification), Schedule 5b (Tender Response Document) and Parts A and B of this Schedule 15;

2.1.2. access to and use of Print Marketplace in accordance with Clause 18.4 of Schedule 2 to CCS and the Buyers; and

2.1.3. operation and maintenance of Print Marketplace.

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

2.3. In its performance of the Print Services, the Supplier shall comply at all times:

2.3.1. with CCS’ branding guidance at<https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines> ; and

2.3.2. with any CCS instructions and guidelines, as otherwise notified to the Supplier from time to time, as to the branding, presentation and look of Print Marketplace and use of any logos or designs belonging to CCS.

**3. CCS due diligence requirements**

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

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of CCS;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the CCS System; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Framework Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

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

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Framework Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

**4. Warranties**

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

4.2. The Supplier represents and warrants that:

4.2.1. it has and shall continue to have all necessary rights in and to the Supplier System made available by the Supplier (and/or any Sub-contractor) to CCS and the Buyers which are necessary for the performance of the Supplier’s obligations under this Agreement including the receipt of the Services by CCS and the Buyer;

4.2.2. the Supplier Systems and the Services are and will remain free of Malicious Software;

4.2.3. all software used by the Supplier in connection with Print Marketplace shall:

4.2.3.1. be free from material design and programming errors;

4.2.3.2. perform in all material respects in accordance with the relevant specifications contained in Schedule 5a (Specification) and Schedule 5b (Tender Response Document); and

4.2.3.3. not infringe any IPR.

**5. Software**

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of CCS and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify CCS three (3) Months before the release of any new COTS Software or upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any CCS Software, CCS System, or otherwise used by the Supplier in connection with this Framework Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or CCS’ operations when providing the Deliverables;

**6. Standards and Quality Requirements**

6.1. The Supplier shall comply with all standards and quality requirements specified in Schedule 5a (Specification) and Schedule 5b (Tender Response Document).

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

6.2.1. be appropriately experienced, qualified and trained to supply the Services in accordance with this Framework Contract;

6.2.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.2.3. obey all lawful instructions and reasonable directions of CCS (including, if so required by CCS, the ICT Policy) and provide the Services to the reasonable satisfaction of CCS.

**7. Key Personnel**

7.1. The Supplier shall deploy the following persons in the provision of the Services (“Key Personnel”):

[*Awarded Supplier to provide list of key personnel*]

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

**8. ICT Audit**

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

8.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

8.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

8.1.3. review the Supplier’s quality management systems including all relevant Quality Plans.

**9. Maintenance of the ICT Environment**

9.1. The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("Maintenance Schedule") in accordance with the timetable and instructions specified by CCS in Schedule 5a (Specification) and make it available to CCS for Approval.

9.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "Permitted Maintenance") in accordance with the Maintenance Schedule.

9.3. The Supplier shall give as much notice as is reasonably practicable to CCS and the relevant Buyers prior to carrying out any Emergency Maintenance.

9.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables and the Services.

**10. Intellectual Property Rights in ICT**

10.1. Assignments granted by the Supplier: Specially Written Software

10.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to CCS with full guarantee (or shall procure assignment to CCS), title to and all rights and interest in the Specially Written Software together with and including:

10.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

10.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "Software Supporting Materials").

10.1.2. The Supplier shall:

10.1.2.1. inform CCS of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

10.1.2.2. deliver to CCS the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to CCS and CCS shall become the owner of such media upon receipt; and

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

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

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

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

a) of its own Existing IPR that is not COTS Software;

b) third party software that is not COTS Software

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

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

10.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

10.2.3.2. only use such third party IPR as referred to at paragraph 10.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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

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

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

10.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to CCS on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

10.3.2. Where the Supplier owns the COTS Software it shall, if requested by CCS to do so, make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

10.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 10.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

10.3.4. The Supplier shall notify CCS within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

10.3.4.1. will no longer be maintained or supported by the developer; or

10.3.4.2. will no longer be made commercially available

10.4. CCS’ right to assign/novate licences

10.4.1. CCS may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 10.2 to:

10.4.1.1. a Central Government Body; or

10.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

10.4.2. If CCS ceases to be a Central Government Body, the successor body to CCS shall still be entitled to the benefit of the licences granted in paragraph 10.2.

10.5. Licence granted by CCS

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

10.6. Open Source Publication

10.6.1. Unless CCS otherwise agrees in advance in writing (and subject to paragraph 10.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to CCS) into a format, which is:

10.6.1.1. suitable for publication by CCS as Open Source; and

10.6.1.2. based on Open Standards (where applicable),

and CCS may, at its sole discretion, publish the same as Open Source.

10.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

10.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by CCS will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or CCS System;

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

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

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

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

10.6.2.6. do not contain any Malicious Software.

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

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

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

**11. Malicious Software**

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

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

**12. Security**

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

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

12.2.1. is in accordance with the Law;

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

12.2.3. as a minimum demonstrates Good Industry Practice; and

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

**13. Breach of Security**

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

13.2. Without prejudice to the security incident management process referred to in Paragraph 13.1 of this Part C of this Schedule 15, upon becoming aware of any of the circumstances referred to in Paragraph 13.1 of this Part C of this Schedule 15, the Supplier shall

13.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by CCS) necessary to:

13.2.1.1. minimise the extent of actual or potential harm caused by any Breach of Security;

13.2.1.2. remedy such Breach of Security to the extent possible and protect the integrity of CCS and CCSs and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

13.2.1.3. an equivalent breach in the future exploiting the same cause failure; and

13.2.1.4. as soon as reasonably practicable provide to CCS, where CCS so requests, full details of the Breach of Security or attempted Breach of Security, including a cause analysis where required by CCS.

13.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Supplier with the security requirements set out in Schedule 5a (Specification) or this Schedule 15, then any required change to the Supplier’s security management arrangements in relation to this Framework Contract shall be at no cost to CCS.

**14. Security Management Plan**

14.1. Introduction

14.1.1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

14.2. Content of the Security Management Plan

14.2.1. The Security Management Plan shall:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Framework Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by CCS with access to the Deliverables, processes associated with the provision of the Deliverables, CCS premises, the Sites and any ICT, Information and data (including CCS’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including CCS premises, the Sites, and any ICT, Information and data (including CCS’s Confidential Information and the Government Data) to the extent used by CCS or the Supplier in connection with this Framework Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Framework Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Framework Contract and, where necessary in accordance with paragraph 14.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and CCS engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 15.

14.3. Development of the Security Management Plan

14.3.1. Within twenty (20) Business Days after the Commencement Date and in accordance with Paragraph 14.4, the Supplier shall prepare and deliver to CCS for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan, if any.

14.3.2. If the Security Management Plan submitted to CCS in accordance with Paragraph 14.3.1, or any subsequent revision to it in accordance with Paragraph 14.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule 15. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Business Days of a notice of non-approval from CCS and re-submit to CCS for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Business Days from the date of its first submission to CCS. If CCS does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

14.3.3. CCS shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 14.3.2. However, a refusal by CCS to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 14.2 shall be deemed to be reasonable.

14.3.4. Approval by CCS of the Security Management Plan pursuant to Paragraph 14.3.2 or of any change to the Security Management Plan in accordance with Paragraph 14.4 shall not relieve the Supplier of its obligations under this Schedule 15.

14.4. Amendment of the Security Management Plan

14.4.1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with paragraph 14.2, any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by CCS.

14.4.2. The Supplier shall provide CCS with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to CCS. The results of the review shall include, without limitation:

a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

14.4.3. Subject to Paragraph 14.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 14.4.1, a request by CCS or otherwise) shall be subject to the Variation Procedure.

14.4.4. CCS may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

**15. Supplier-Furnished Terms**

15.1. Software as a Service Terms

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

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

**Schedule 16**

**Registration and Management of Print Suppliers**

The Supplier shall collect the information as set out in the template below as minimum, excluding potential Print Suppliers who are caught by the exclusions and cannot demonstrate proof of self-cleaning. Self-cleaning is a term used to allow Print Suppliers to demonstrate that they are still suitable to register onto Print Marketplace even though grounds for exclusion exist.

**Section A Company Information**

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

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

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

**Section B Exclusion Grounds Declaration**

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

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

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

● Members of the organisation’s administrative, management or supervisory board. This category will typically cover company directors and members of an executive board

● Entities and persons who have powers of representation, decision or control. This could be:

● entities or persons with a 25% or more shareholding

● entities or persons with less than 25% shareholding who have the relevant powers depending on their particular rights

● a supplier’s ultimate parent company that has powers of representation, decision or control

● intermediate parent companies that do not have a direct shareholding

● directors or members of an executive board of their immediate parent company (for example, in the case of an SPV set up specifically to bid for a particular contract)

● holders of mortgages or liens

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

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

|  |  |  |
| --- | --- | --- |
| **No** | **Description** | **Response** |
| B1.1 | Participation in a criminal organisation  Participation offence as defined by section 45 of the Serious Crime Act 2015  Conspiracy within the meaning of:  ● section 1 or 1A of the Criminal Law Act 1977 or  ● article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983  where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime. | Yes/No? |
| B1.2 | Corruption  ● Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906  ● The common law offence of bribery  ● Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983 | Yes/No? |
| B1.3 | Terrorist offences or offences linked to terrorist activities  Any offence:   * listed in section 41 of the Counter Terrorism Act 2008; * listed in schedule 2 to that Act where the court has determined that there is a terrorist connection; * under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points | Yes/No? |
| B1.4 | Fraud  Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:  ● the common law offence of cheating the Revenue  ● the common law offence of conspiracy to defraud  ● fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978  ● fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006  ● fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994  ● an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993  ● destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969  ● fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006  ● the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act. | Yes/No? |
| B1.5 | Money laundering or terrorist financing  ● Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002  ● An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996. | Yes/No? |
| B1.6 | Child labour and other forms of trafficking human beings  ● An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;  ● An offence under section 59A of the Sexual Offences Act 2003  ● An offence under section 71 of the Coroners and Justice Act 2009  ● An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994  ● An offence under section 1, section 2 or section 4 of the Modern Slavery Act 2015. | Yes/No? |
| B1.7 | Other offences  ● Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.  ● Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | Yes/No? |
| B1.8 | If you have answered YES to any of the questions on mandatory exclusion grounds please provide further details, including;  - date of conviction and the jurisdiction  - which of the grounds listed the conviction was for  - the reasons for conviction  - the identity of who has been convicted |  |
| B1.9 | If you have answered YES to any part of the questions on mandatory exclusion grounds please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion (Self cleaning) | [free text if applicable] |

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| **Section B.2 Grounds for mandatory and discretionary exclusion relating to the payment of taxes and social security contributions** |
| Exclusion relating to the payment of taxes and social security contributions  The regulations which govern how we procure specify that we must or may (depending on the breach) exclude any organisation which is in breach of its obligations relating to the payment of taxes and social security contributions.  We reserve our right to use our discretion to not approve a Print Supplier where we can demonstrate by any appropriate means that the Print Supplier is in breach of its obligations relating to the payment of taxes or social security contributions.  For these exclusion grounds you must respond for your organisation.  If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have ‘self-cleaned’ as follows:  ● paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;  ● clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and  ● taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.  The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.  The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the registration process. Our decision will be final.  If you cannot provide evidence of ‘self-cleaning’ that is acceptable to us, you will be excluded from registration and will not be approved as a Print Supplier.  We will tell you if you are not approved as a Print Supplier and say why. |

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| --- | --- | --- |
| **No** | **Description** | **Response** |
| B2.1 | Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.  Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.  Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:   * HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or * a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle; * a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established. | Yes/No? |
| B2.2 | If you have answered NO to the question above please provide further details including the following;  ● Country or Member State concerned  ● what is the amount concerned  ● how the breach was established, i.e. through a judicial or administrative decision or by other means  ● if the breach has been established through a judicial or administrative decision please provide the date of the decision  ● if the breach has been established by other means please specify the means | [free text if applicable] |
| B2.3 | If documentation is available electronically please provide-  - the web address,  - issuing authority,  - precise reference of the documents. |  |
| B2.4 | If you have answered NO to question B2.1 please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding sum including, where applicable, any accrued interest and/or fines. | Yes/No/N/A? |

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| **Section B.3 Grounds for discretionary exclusion** |
| The regulations which govern how we procure specify that we may exclude any organisation which has been convicted of certain offences, has been subject to certain proceedings, has had unacceptable conduct or has violated obligations in the field of environmental, social and labour law.  For these exclusion grounds you must respond for your organisation  If you declare any convictions you must demonstrate to our satisfaction that you have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have ‘self-cleaned’ as follows:  ● paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;  ● clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and  ● taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.  The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by us as described below.  The measures taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If we consider such evidence as sufficient, you will continue in the registration process. Our decision will be final.  If you cannot provide evidence of ‘self-cleaning’ that is acceptable to us, you will be excluded from the registration and will not be approved as a Print Supplier. We will tell you if you are not approved and say why. |

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| --- | --- | --- |
| **No** | **Description** | **Response** |
| Within the past three years, anywhere in the world, have any of the situations listed in questions below applied to your organisation? | | |
| B3.1 | Obligations in the fields of environmental, social and labour law established by EU law, national law or collective agreements  Violation of applicable obligations in the fields of environmental, social and labour law established by EU law, national law or collective agreements; including, but not limited to:  ● The organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial notices in relation to the Health and Safety Executive (or equivalent body)  ● The organisation has been convicted of a breach of the Health and Safety legislation  ● The organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination  ● Any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)  ● The organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006  ● The organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006  ● The organisation has been in breach of the National Minimum Wage Act 1998 | Yes/No? |
| B3.2 | Obligations in the fields of environmental, social and labour law listed in Annex X of the Public Procurement Directive 2014/24/EU  Violation of applicable obligations in the fields of environmental, social and labour law established by these international environmental, social and labour law provisions:  ● ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise  ● ILO Convention 98 on the Right to Organise and Collective Bargaining  ● ILO Convention 29 on Forced Labour  ● ILO Convention 105 on the Abolition of Forced Labour  ● ILO Convention 138 on Minimum Age  ● ILO Convention 111 on Discrimination (Employment and Occupation)  ● ILO Convention 100 on Equal Remuneration  ● ILO Convention 182 on Worst Forms of Child Labour  ● Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer  ● Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention)  ● Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)  ● Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols | Yes/No? |
| B3.3 | Grave professional misconduct  ● Is guilty of grave professional misconduct | Yes/No? |
| B3.4 | Distortion of Competition  ● Has entered into agreements with other economic operators aimed at distorting competition | Yes/No? |
| B3.6 | Conflict of Interest  ● Has been aware of conflict of interest within the meaning of regulation 24 | Yes/No? |
| B3.7 | Prior performance issues  ● Has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions | Yes/No? |
| B3.8 | Misrepresentation and undue influence  ● Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria  ● Has withheld such information  ● Is not able, without delay, to submit supporting documents if or when required  Has undertaken:  ● to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or  ● to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award | Yes/No? |
| B3.9 | Misrepresentation and undue influence  ● Has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria  ● Has withheld such information  ● Is not able, without delay, to submit supporting documents if or when required  Has undertaken:  ● to unduly influence the decision-making process of CCS to obtain confidential information that may confer upon your organisation undue advantages in the procurement, or  ● to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award | Yes/No? |
| B3.10 | Bankruptcy or subject of insolvency?   * Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State. |  |
| B3.10 | If you answered Yes to any of the questions above, please attach a file to provide further details as appropriate including:  ● Date of the violation or offence  ● Which of the grounds listed applied  ● The facts and circumstances relating to the violation or offence  ● Details of investigations carried out by relevant authorities  ● Evidence that you have paid or made arrangements to pay any compensation due  ● Web address of relevant documentation  ● Issuing authority  ● Precise reference of the documents | Yes/No? |
| B3.11 | If you have answered Yes to any of the questions above, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion? (Self cleaning).  Or enter N/A |  |

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

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

**Schedule 17**

**Staff Transfer**

1. **DEFINITIONS**
   1. In this Schedule 17, the following words have the following meanings, and they shall supplement Schedule 4 (Definitions and Interpretations):

|  |  |
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| **"Employee Liability"** | all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:   * 1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; |
|  | * 1. unfair, wrongful or constructive dismissal compensation; |
|  | * 1. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy, maternity or sexual orientation or claims for equal pay; |
|  | * 1. compensation for less favourable treatment of part-time workers or fixed term employees; |
|  | * 1. outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; |
|  | * 1. employment claims whether in tort, contract or by statute or otherwise; |
|  | * 1. any investigation relating to employment matters by the Equality and Human Rights Commission or any other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; |
| **"Former Supplier"** | a supplier supplying services to CCS before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor); |
| **"New Fair Deal"** | the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:  any amendments to that document immediately prior to the Relevant Transfer Date; and  any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by CCS; |
| **“Old Fair Deal”** | HM Treasury Guidance “*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*” issued in June 1999 including the supplementary guidance “*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*” issued in June 2004; |
| **"Partial Termination"** | the partial termination of the Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 16 (term and termination) and Clause 17 (consequences of expiry or early termination of this Framework Contract) of Schedule 2. |
| **"Relevant Transfer"** | a transfer of employment to which the Employment Regulations apply; |
| **"Relevant Transfer Date"** | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date; |
| **"Staffing Information"** | in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as CCS may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:  (a) their ages, dates of commencement of employment or engagement, gender and place of work; |
|  | (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; |
|  | (c) the identity of the employer or relevant contracting Party; |
|  | (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; |
|  | (e) their wages, salaries, bonuses and profit sharing or similar arrangements as applicable; |
|  | (f) details of any other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; |
|  | (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); |
|  | (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; |
|  | (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and |
|  | (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| **"Supplier's Final Supplier Personnel List"** | a list provided by the Supplier of all Supplier Staff whose employment will transfer under the Employment Regulations on the Service Transfer Date; |
| **"Supplier's Provisional Supplier Personnel List"** | a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| **"Term"** | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the Contract; |
| **"Transferring Former Supplier Employees"** | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date. |

1. **INTERPRETATION**
   1. Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS and any Former Supplier, Replacement Supplier or Replacement Subcontractor as the case may be, and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
   2. The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
   3. Subject to Paragraph 2.2 above, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
   4. No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of CCS, which may, if given, be given on and subject to such terms as CCS may determine.
   5. Any amendments or modifications to this Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
2. **WHICH PARTS OF THIS SCHEDULE APPLY**

Only the following parts of this Schedule 17 (Staff Transfer) shall apply to this Contract:

* + Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)
  + Part D (Pensions)
    - * Annex D1 (CSPS)
  + Part E (Staff Transfer on Exit)

**PART B: STAFF TRANSFER AT THE START DATE**

**TRANSFER FROM A FORMER SUPPLIER**

1. **WHAT IS A RELEVANT TRANSFER**
   1. CCS and the Supplier agree that:
      1. the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
      2. as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier or the relevant Subcontractor and each such Transferring Former Supplier Employee.
   2. CCS shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and CCS shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.
2. **INDEMNITIES BY THE FORMER SUPPLIER**
   1. Subject to Paragraph 2.2, CCS shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date
   2. The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
      1. arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
      2. arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
   3. If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier or any Subcontractor pursuant to the Employment Regulations then:
      1. the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify CCS in writing and, where required by CCS, notify the relevant Former Supplier in writing; and
      2. the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 10 Working Days of receipt of notice from the Supplier or the relevant Subcontractor (as the case may be).
   4. If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier or CCS, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
   5. If by the end of the 10 Working Day period referred to in Paragraph 2.3.2:
      1. no such offer of employment has been made;
      2. such offer has been made but not accepted; or
      3. the situation has not otherwise been resolved,

the Supplier or the relevant Subcontractor (as the case may be) may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

* 1. Subject to the Supplier and any relevant Subcontractor complying with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, CCS shall procure that the Former Supplier will indemnify the Supplier or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier’s employees referred to in Paragraph 2.5 provided that the Supplier takes, or procures that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
  2. The indemnity in Paragraph 2.6:
     1. shall not apply to:
        1. any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy or maternity, sexual orientation, or religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier or any Subcontractor; or

* + - 1. any claim that the termination of employment was unfair because the Supplier or the relevant Subcontractor neglected to follow a fair dismissal procedure; and
    1. shall apply only where the termination of employment occurs within 3 months of the Relevant Transfer Date.
  1. If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier or the relevant Subcontractor within the timescales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or the relevant Subcontractor (as the case may be) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

1. **INDEMNITIES THE SUPPLIER MUST GIVE AND ITS OBLIGATIONS**
   1. Subject to Paragraph 3.2, the Supplier shall indemnify CCS and the Former Supplier against any Employee Liabilities arising from or as a result of:
      1. any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
      2. the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
         1. any collective agreement applicable to the Transferring Former Supplier Employees; and
         2. any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
      3. any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
      4. any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
      5. any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employees before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS in writing;
      6. any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
         1. in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
         2. in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
      7. a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
      8. any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
      9. a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above.
   2. The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier’s failure to comply with its obligations under the Employment Regulations, or to the extent that the Employee Liabilities arise out of the termination of employment of any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee as set out in Paragraph 2.5 (subject to the limitations set out in Paragraphs 2.6 and 2.7).
   3. The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under any Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.
2. **INFORMATION THE SUPPLIER MUST GIVE**

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to CCS and, if CCS so direct, to the Former Supplier, in writing such information as is necessary to enable CCS and the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. CCS shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

1. **CABINET OFFICE REQUIREMENTS**
   1. The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by CCS relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
      1. the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
      2. Old Fair Deal; and/or
      3. New Fair Deal.
   2. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.
2. **LIMITS ON THE FORMER SUPPLIER’S OBLIGATIONS**

Notwithstanding any other provisions of this Part B, where in this Part B CCS accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that CCS’s contract with the Former Supplier contains a contractual right in that regard which CCS may enforce, or otherwise so that it requires only that CCS must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

1. **PENSIONS**
   1. The Supplier shall, and shall procure that each Subcontractor shall, comply with:
      1. the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
      2. Part D: Pensions (and its Annexes) to this Schedule.

**PART D: PENSIONS**

1. **DEFINITIONS**

In this Part D and Part E, the following words have the following meanings and they shall supplement Schedule 4 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

|  |  |
| --- | --- |
| **"Actuary"** | a Fellow of the Institute and Faculty of Actuaries; |
| **"Admission Agreement"** | either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires; |
| **“Best Value Direction”** | the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate); |
| **"Broadly Comparable"** | 1. in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; or |
|  | 1. in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department,   and "**Broad Comparability**" shall be construed accordingly; |
| **"CSPS"** | the schemes as defined in Annex D1 to this Part D; |
| **“Direction Letter/Determination”** | has the meaning given in Annex D2 to this Part D; |
| **“Fair Deal Eligible Employees”** | each of the CSPS Eligible Employees, the NHSPS Eligible Employees and the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D); |
| **"Fair Deal Employees"** | any of:   1. Transferring Buyer Employees; |
|  | 1. Transferring Former Supplier Employees; |
|  | 1. employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C; |
|  | 1. where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor); |
|  | who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by CCS; |
| **"Fund Actuary"** | a Fund Actuary as defined in Annex D3 to this Part D; |
| **"LGPS"** | the scheme as defined in Annex D3 to this Part D; |
| **"NHSPS"** | the schemes as defined in Annex D2 to this Part D; |
| **"Statutory Schemes"** | means the CSPS, NHSPS or LGPS. |

1. **SUPPLIER OBLIGATIONS TO PARTICIPATE IN THE PENSION SCHEMES**
   1. In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and Annex D3: LGPS shall apply, as appropriate.
   2. The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
   3. The Supplier undertakes:
      1. to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
      2. subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
   4. Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.
2. **SUPPLIER OBLIGATION TO PROVIDE INFORMATION**
   1. The Supplier undertakes to CCS:
      1. to provide all information which CCSmay reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
      2. not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of CCS (such consent not to be unreasonably withheld or delayed);
      3. to retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.
3. **INDEMNITIES THE SUPPLIER MUST GIVE**
   1. The Supplier shall indemnify and keep indemnified CCS, any Replacement Supplier and any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
      1. arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, or the CSPS Admission Agreement or the Direction Letter/Determination or the LGPS Admission Agreement (as the case may be);
      2. relate to the payment of benefits under or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
      3. relate to claims by Fair Deal Employees of the Supplier or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
         1. relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
         2. arise out of the failure of the Supplier or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; or
      4. arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.
   2. The indemnities in this Part D and its Annexes:
      1. shall survive termination of the relevant Contract; and
      2. shall not be affected by the caps on liability contained in Clause 14 of Schedule 2.
4. **WHAT HAPPENS IF THERE IS A DISPUTE**
   1. The Dispute Resolution Procedure will not apply to any dispute (i) between CCS and the Supplier or (ii) between their respective actuaries or with the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes, which shall in the absence of agreement between CCS and the Supplier be referred to an independent Actuary:
      1. who will act as an expert and not as an arbitrator;
      2. whose decision will be final and binding on CCS and the Supplier; and
      3. whose expenses shall be borne equally by CCS and the Supplier, unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement, the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application of the Parties.

1. **OTHER PEOPLE’S RIGHTS**
   1. The Parties agree Clause 33.8 of Schedule 2 does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
   2. Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.
2. **WHAT HAPPENS IF THERE IS A BREACH OF THIS PART D**
   1. The Supplier agrees to notify CCSshould it breach any obligations it has under this Part D and agrees that CCSshall be entitled to terminate its Contract for material Default in the event that the Supplier:
      1. commits an irremediable breach of any provision or obligation it has under this Part D; or
      2. commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from CCS giving particulars of the breach and requiring the Supplier to remedy it.
3. **TRANSFERRING FAIR DEAL EMPLOYEES**
   1. Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or any other form of compulsory transfer of employment) the Supplier shall, or shall procure that any relevant Sub-contractor shall:
      1. notify CCS as far as reasonably practicable in advance of the transfer to allow CCS to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
      2. consult with about, and inform those Fair Deal Eligible Employees of, the pension provisions relating to that transfer; and
      3. procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.
4. **WHAT HAPPENS TO PENSIONS IF THIS CONTRACT ENDS**
   1. The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
   2. The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme’s Actuary) as the Replacement Supplier or NHS Pensions or CSPS or the relevant Administering Buyer or CCS may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.
5. **BROADLY COMPARABLE PENSION SCHEMES ON THE RELEVANT TRANSFER DATE**
   1. If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by CCS.
   2. Such Broadly Comparable pension scheme must be:
      1. established by the Relevant Transfer Date;
      2. a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
      3. capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier’s Broadly Comparable pension scheme (unless otherwise instructed by CCS);
      4. capable of paying a bulk transfer payment to the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by CCS); and
      5. maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by CCS).
   3. Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
      1. supply to the Buyer details of its (or its Subcontractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
      2. be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in, and withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under sections 75 or 75A of the Pensions Act 1995;
      3. instruct any such Broadly Comparable pension scheme’s Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier’s Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by CCS (where applicable). This will be with a view to the bulk transfer terms providing day for day or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
      4. provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
   4. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
      1. allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees’ employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
      2. if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier’s Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify CCS or the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as CCS directs) for any failure to pay the difference as required under this paragraph.
6. **BROADLY COMPARABLE PENSION SCHEME IN OTHER CIRCUMSTANCES**
   1. If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by CCS.
   2. Such Broadly Comparable pension scheme must be:
      1. established by the date of cessation of participation in the Statutory Scheme;
      2. a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
      3. capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by CCS);
      4. capable of paying a bulk transfer payment to the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by CCS); and
      5. maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by CCS).
   3. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
      1. supply to CCS details of its (or its Subcontractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
      2. be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in, and withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under sections 75 or 75A of the Pensions Act 1995;
      3. where required to do so by CCS, instruct any such Broadly Comparable pension scheme’s Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by CCS (where applicable). The Supplier must ensure that day for day or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
      4. provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier or the relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier or Subcontractor's Broadly Comparable pension scheme is closed to future accrual or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
   4. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits (“**the Shortfall**”), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any relevant Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify CCS or the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as CCS directs) for any failure to pay the Shortfall under this paragraph.
7. **RIGHT OF SET-OFF**
   1. CCS shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
      1. any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
      2. any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
      3. any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; and shall pay such set off amount to the relevant Statutory Scheme.
   2. CCS shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by CCS as a result of Paragraph 12.1 above.

**Annex D1:**

**Civil Service Pension Schemes (CSPS)**

1. **Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 4 (Definitions):

|  |  |
| --- | --- |
| **"CSPS Admission Agreement"** | an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services; |
| **"CSPS Eligible Employee"** | any CSPS Fair Deal Employee who at the relevant time is an active member of or eligible to participate in the CSPS under a CSPS Admission Agreement; |
| **“CSPS Fair Deal Employee”** | a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; |
| **"CSPS"** | the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014. |

1. **ACCESS TO EQUIVALENT PENSION SCHEMES AFTER TRANSFER**
   1. In accordance with New Fair Deal, the Supplier and any Subcontractor to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date, or became eligible to join on the Relevant Transfer Date. The Supplier shall procure, and shall procure that any relevant Subcontractors shall procure, that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
   2. If the Supplier or any Subcontractor enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and shall procure that any relevant Subcontractor shall) at no extra cost to CCS, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of Paragraph 11 of Part D.

**Part E: Staff Transfer on Exit**

1. **OBLIGATIONS BEFORE A STAFF TRANSFER**
   1. The Supplier agrees that within 20 Working Days of the earliest of:
      1. receipt of a notification from CCS of a Service Transfer or intended Service Transfer;
      2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
      3. the date which is 12 Months before the end of the Term; and
      4. receipt of a written request by CCS at any time (provided that CCS shall only be entitled to make one such request in any 6 Month period),

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

* 1. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to CCS and at the direction of CCS to any Replacement Supplier and any Replacement Subcontractor:
     1. the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
     2. the Staffing Information in relation to the Supplier’s Final Supplier Personnel List (insofar as such information has not previously been provided).
  2. CCS shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier or Replacement Subcontractor.
  3. The Supplier warrants, for the benefit of CCS, any Replacement Supplier and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
  4. From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier’s Provisional Supplier Personnel List and shall not without the approval of CCS (not to be unreasonably withheld or delayed):
     1. replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
     2. make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
     3. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
     4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
     5. increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
     6. terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, CCS and, at the direction of CCS, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List, regardless of when such notice takes effect.

* 1. On or around each anniversary of the Framework Start Date and up to four times during the last 12 Months of the Term, CCS may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to CCS such information as CCS may reasonably require relating to the manner in which the Services are organised, which shall include:
     1. the numbers of employees engaged in providing the Services;
     2. the percentage of time spent by each employee engaged in providing the Services;
     3. the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
     4. a description of the nature of the work undertaken by each employee by location.
  2. The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to CCS, any Replacement Supplier and any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to CCS or, at the direction of CCS, to any Replacement Supplier or Replacement Subcontractor, in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
     1. the most recent month's copy pay slip data;
     2. details of cumulative pay for tax and pension purposes;
     3. details of cumulative tax paid;
     4. tax code;
     5. details of any voluntary deductions from pay; and
     6. bank/building society account details for payroll purposes.

1. **STAFF TRANSFER WHEN THE CONTRACT ENDS**
   1. CCS and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. CCS and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through the operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier or Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
   2. The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, outgoings, wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employee’s participation in any of the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier or the relevant Subcontractor (as the case may be); and (ii) the Replacement Supplier or Replacement Subcontractor (as the case may be).
   3. Subject to Paragraph 2.4, the Supplier shall indemnify CCS and any Replacement Supplier or Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
      1. any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
      2. the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
         * 1. any collective agreement applicable to the Transferring Supplier Employees; or
           2. any custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
      3. any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
      4. any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
         * 1. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or before the Service Transfer Date; and
           2. in relation to any employee who is not identified in the Supplier’s Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to CCS or any Replacement Supplier or Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
      5. a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
      6. any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier’s Final Supplier Personnel List for whom it is alleged CCS or any Replacement Supplier or Replacement Subcontractor may be liable by virtue of the relevant Contract or the Employment Regulations; and
      7. any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by CCS or any Replacement Supplier or Replacement Subcontractor to comply with regulation 13(4) of the Employment Regulations.
   4. The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of any Replacement Supplier or Replacement Subcontractor, whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
      1. arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by any Replacement Supplier or Replacement Subcontractor to occur in the period on or after the Service Transfer Date; or
      2. arising from any Replacement Supplier’s or Replacement Subcontractor’s failure to comply with its obligations under the Employment Regulations.
   5. If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to any Replacement Supplier or Replacement Subcontractor pursuant to the Employment Regulations, then:
      1. CCS shall procure that the Replacement Supplier or Replacement Subcontractor (as the case may be) will, within 5 Working Days of becoming aware of that fact, notify CCS and the Supplier in writing; and
      2. the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier or Replacement Subcontractor.
   6. If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, CCS shall procure that the Replacement Supplier shall, or that the Replacement Supplier shall procure that the relevant Replacement Subcontractor shall, immediately release or procure the release of that person from his/her employment or alleged employment.
   7. If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
      1. no such offer has been made;
      2. such offer has been made but not accepted; or
      3. the situation has not otherwise been resolved

CCS shall advise the Replacement Supplier or Replacement Subcontractor (as the case may be) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

* 1. Subject to the relevant Replacement Supplier or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier or Replacement Subcontractor (as the case may be) against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the relevant Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
  2. The indemnity in Paragraph 2.8:
     1. shall not apply to:
        1. any claim for:

discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy or maternity, sexual orientation, or religion or belief; or

equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of any Replacement Supplier or Replacement Subcontractor; or

* + - 1. any claim that the termination of employment was unfair because the relevant Replacement Supplier or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
    1. shall apply only where the notification referred to in Paragraph 2.5.1 is made by the relevant Replacement Supplier or Replacement Subcontractor to the Supplier within 6 months of the applicable Service Transfer Date.
  1. If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the relevant Replacement Supplier or Replacement Subcontractor within the timescales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
  2. The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all their respective obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all their respective obligations in respect of any person identified in the Supplier’s Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements, outgoings, wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums as may be due as a result of any Fair Deal Employee’s participation in any of the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
     + 1. the Supplier or any relevant Subcontractor; and
       2. the relevant Replacement Supplier or Replacement Subcontractor.
  3. The Supplier shall, and shall procure that each Subcontractor shall, promptly provide CCS and any Replacement Supplier or Replacement Subcontractor, in writing, with such information as is necessary to enable CCS and that Replacement Supplier or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. CCS shall procure that any Replacement Supplier shall, and that any Replacement Supplier shall procure that any relevant Replacement Subcontractor shall, promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
  4. Subject to Paragraph 2.14, CCS shall procure that each Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of its Replacement Subcontractors (if any) against any Employee Liabilities arising from or as a result of:
     1. any act or omission of the Replacement Supplier or any such Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier’s Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
     2. the breach or non-observance by the Replacement Supplier or any such Replacement Subcontractor on or after the Service Transfer Date of:
        + 1. any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier’s Final Supplier Personnel List; or
          2. any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier’s Final Supplier Personnel List which the Replacement Supplier or any such Replacement Subcontractor is contractually bound to honour.
     3. any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier’s Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier or any such Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
     4. any proposal by the Replacement Supplier or any such Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier’s Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier’s Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected with such proposed changes;
     5. any action undertaken by the Replacement Supplier or any such Replacement Subcontractor in respect of, or any statement communicated by the Replacement Supplier or any such Replacement Subcontractor to, any Transferring Supplier Employee identified in the Supplier’s Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS and the Supplier in writing;
     6. any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
        + 1. in relation to any Transferring Supplier Employee identified in the Supplier’s Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising after the Service Transfer Date; and
          2. in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier’s Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or any Subcontractor to any Replacement Supplier or Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising after the Service Transfer Date;
     7. a failure of the Replacement Supplier or any such Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier’s Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
     8. any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier’s Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or any such Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
  5. The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Supplier or any Subcontractor, whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from any failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.

**Appendix A**

Call-off Terms and Conditions for the Provision of Services

