1. **FRAMEWORK SCHEDULE 1 (SPECIFICATION)**

* 1. This Schedule sets out what we and our Buyers want.
	2. The Supplier must only provide the Deliverables for the Lots to which they have been appointed.
	3. For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.
	4. The Deliverables and any Standards set out in this Schedule may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Statement of Requirements for entering a particular Call-Off Contract.
	5. All suppliers will be required to complete a £20m contract example and a Lot Specific question, before being awarded onto Lot 6.
	6. Suppliers who are successful on any one of Lots 1-5, will automatically be awarded onto Lot 7 (Catalogue).
1. **OUR SOCIAL VALUE PRIORITIES**

* 1. These are our Social Value priorities intrinsic to the Specification for this Framework Contract:
		1. Environmental Sustainability – see Paragraph 3.13 below
		2. Energy Efficiency – See Paragraph 3.14 below
		3. Carbon Footprint Management – See Paragraph 3.15 below
		4. Waste Management – see Paragraph 3.16 below
		5. Supplier Accessibility Responsibilities – see Paragraph 3.17 below
		6. Modern Slavery - see Paragraph 3.18 below
	2. Buyers may identify further specific Social Value priorities during a Further Competition Procedure.
1. **GENERAL REQUIREMENTS APPLICABLE TO ALL LOTS**

Supplier responsibilities shall include:

* 1. **GENERAL**
		1. Entering Call-Off Contracts for the Services from Buyers;
		2. Undertaking any billing requirements;
		3. Undertaking to meet all Buyer requirements as agreed;
		4. Providing a process to deal with all Buyer enquiries and issues;
		5. Provide all quotations in a manner that clearly demonstrates to the Buyers the different costs associated with their procurement of goods, software, Services, on-going support and maintenance and any other costs and any limitations or assumptions that have been made in arriving at the proposed pricing such as anticipated number of days;
		6. Support and maintenance Charges are to include all updates for changes to the taxation regime applied by HMRC, changes to Law by legislators and changes in regulation by regulatory bodies. If a Supplier believes that an extraordinary Charge is required to cover the cost for any changes this may only be issued to Buyers with the Approval of CCS;
		7. Complying with Framework Contract Performance Indicators, Call-Off Contract Service Levels and any reporting requirements;
		8. Providing a dedicated Supplier Framework Manager to manage the relationship between CCS and the Supplier under this Framework Contract, to resolve any issues arising from this Framework Contract and to implement any improvements/innovations during the Framework Contract Period; and
		9. Complying with the CCS Management Information requirements.
		10. If a Lot is not specified, then that requirement applies to all Lots on the Framework.
	2. **PRICING TRANSPARENCY (applicable to all Lots)**
		1. When responding to a Further Competition Procedure, the Supplier shall provide information as required by the Buyer to enable the Buyer to both understand the overall cost of the key components of the Supplier’s offer under the Further Competition Procedure and the overall value for money this provides for the period of the Call-Off Contract.
	3. **CONTINUOUS IMPROVEMENT – BEST PRACTICE/STANDARDS (applicable to all Lots)**
		1. The Supplier must apply and show continuous improvement disciplines, techniques and best practice to the Services.
	4. **CUSTOMER SERVICE (applicable to all Lots)**
		1. The Supplier commits to reference and measure their processes and procedures against the Government Service Standard (<https://www.gov.uk/service-manual/service-standard>) and ensure there is evidence that relevant processes and reporting are in place.
	5. **QUALITY STANDARDS (applicable to all Lots)**
		1. The Supplier must commit to applying quality Standards either to an official standardisation such as ISO, or provide evidence to demonstrate that quality standard processes and reporting are in place.
		2. These standards include but are not limited to:
			1. BS EN ISO 9001 “Quality Management System” standard or equivalent.
			2. ISO/IEC 20000-1 2011 “ITSM Specification for Service Management”.
			3. ISO 10007 “Quality management systems – Guidelines for configuration management”.
			4. BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans
	6. **OPEN STANDARDS (applicable to all Lots)**
		1. Suppliers shall where relevant and requested by the Buyer, provide Goods and/or Services which are either based on open Standards, or have the ability to support open Standards (such as open source software) to aid Buyers in adhering to the Government Open Standards Policy (<https://www.gov.uk/government/publications/open-standards-principles>).
		2. These standards include but are not limited to:
			1. Public Sector Networks <https://www.gov.uk/public-services-network#psn-standards>
			2. Greening Government ICT Strategy <https://www.gov.uk/government/publications/greening-government-ict-strategy>
			3. Open Source, Open Standards, and Reuse <https://www.gov.uk/government/publications/open-source-open-standards-and-re-use-government-action-plan>
			4. National ANPR Standards

<https://www.gov.uk/government/publications/national-anpr-standards>

* + - 1. Surveillance Camera Code of Practice

<https://www.gov.uk/government/publications/surveillance-camera-code-of-practice>

* + - 1. Waste Electrical and Electronic Equipment regulations

<https://www.gov.uk/guidance/regulations-waste-electrical-and-electronic-equipment>

* + - 1. The Port Services Regulation 2019

<https://www.legislation.gov.uk/uksi/2019/575/contents/made>

* + - 1. Unmanned Aircraft System Operations in UK Airspace

[https://publicapps.caa.co.uk/docs/33/CAP722%20Edition8(p).pdf](https://publicapps.caa.co.uk/docs/33/CAP722%20Edition8%28p%29.pdf)

* 1. **INFRASTRUCTURE STANDARDS (applicable to all Lots)**
		1. Suppliers shall where relevant and instructed by the Buyer, ensure that Goods and Services are aligned with infrastructure standards including, but not limited to:
			1. ISO 27001 Information Security Management standard (<https://www.iso.org/isoiec-27001-information-security.html>) where this includes the Cyber Essential Scheme requirements; or
			2. Cyber Essentials Scheme (<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>) or equivalent.
	2. **GOVERNMENT SECURITY POLICY STANDARDS (applicable to all Lots)**
		1. The supplier commits to ensuring that Goods and Services delivered are in line with the Government Security Policy Framework standard (<https://www.gov.uk/government/publications/security-policy-framework>) or equivalent.
	3. **OCCUPATIONAL HEALTH AND SAFETY STANDARDS (applicable to all Lots)**
		1. The Supplier commits to reference and measure their processes and procedures against the requirements of IS0 45001 Occupational Health and Safety (<https://www.iso.org/iso-45001-occupational-health-and-safety.html>) or with the intention of gaining approval to the standard (if not already approved) within 18 Months of the Framework Contract Start Date.
	4. **PROJECT MANAGEMENT (applicable to all Lots)**
		1. Suppliers must ensure that the goods and services are delivered on-time, on-budget and to the required Specification of the Buyer;
		2. Suppliers must ensure that the Goods and Services are delivered via a recognised project management methodology.
		3. Suppliers must identify, manage, mitigate and communicate risk to Delivery of the Goods and Services to the Buyer;
		4. Where required by the Buyer, the Supplier must maintain an appropriate risks and issues log.
	5. **SUPPLY CHAIN AND SUBCONTRACTOR MANAGEMENT (applicable to all Lots)**
		1. Suppliers shall be responsible for the management of any Suppliers or Subcontractors they employ in the Delivery of the Buyer’s requirements;
		2. Suppliers will maintain effective processes for establishing, managing, maintaining, reviewing and delivering an effective, efficient supply chain to enable the provision of the Goods and Services;
		3. Suppliers will where possible provide flexibility in the supply chain, ensuring that the ongoing requirements of the Buyer can be met (for example if the Buyer wishes to add a local provider to the supply chain);
		4. Suppliers shall where required benchmark the supply chain against wider market rates to ensure value for money during the full contract term;
		5. Suppliers shall maintain effective processes for establishing and managing Subcontractors/partners to enable the provision of the Goods and/or Services;
		6. Suppliers will manage the process of risk transfer to their Subcontractors in project development and Delivery.
	6. **CONTRACT MANAGEMENT (applicable to all Lots)**
		1. Suppliers will effectively manage Call-Off Contracts throughout their respective terms including but not limited to
			1. Ensuring that the Buyer remains informed of key areas which may include Contract status, issues, performance and timescales;
			2. Where requested providing the Buyer with a schedule of expected Buyer obligations;
			3. Any change to a Call-Off contract shall be processed as set out in the Variation Procedure in Clause 24 of the Core Terms.
			4. Ensure you add continuous value throughout the lifetime of the contract.
	7. **ENVIRONMENTAL SUSTAINABILITY**
		1. Suppliers shall contribute towards the public sector’s goal of improving the sustainability of ICT purchases and their operation via the Services supplied to Buyers under this Framework Contract.
		2. Suppliers shall where required, support Buyers in developing their environmental policies, by providing advice on the best use of Services supplied and where appropriate by proposing innovative Services.
		3. Suppliers are required to consider the impacts of their business processes on the environment and take measures to reduce such impact including by supporting where possible the Government’s Environmental Policy and Sustainable Development Plan: <https://www.gov.uk/government/sustainable-development>.

<https://www.iso.org/iso-14001-environmental-management.html>

* 1. **ENERGY EFFICIENCY**
		1. Suppliers must consider, document and provide when required the energy efficiency of all Goods and/or Services offered to Buyers and provide appropriate solutions and advice, including but not limited to:
			1. DEFRA: [Sustainability in information and communication technology (ICT): a Defra guide](https://www.gov.uk/government/publications/sustainability-in-information-and-communication-technology-ict-a-defra-guide)
			2. Certification of Energy Efficiency for Data Centers: <https://www.ceedacert.com/>
	2. **‘CARBON FOOTPRINT’ MEASUREMENT**
		1. Suppliers must where requested by Buyers provide information in their Call-Off tender on all relevant Goods and Services to assist the Buyer in the task of calculating their total carbon footprint:
		2. External links for guidance:
			+ 1. DEFRA: <https://uk-air.defra.gov.uk/>
				2. PAS2050: <http://shop.bsigroup.com/en/forms/PASs/PAS-2050>
				3. iSERVcmb: [www.iSERVcmb.info](https://iservcmb.info/)
	3. **WASTE MANAGEMENT**
		1. Suppliers shall ensure that they have adequate waste management solutions for the Services, and be able to provide evidence when required.
		2. Suppliers shall where requested provide Buyers with a waste management strategy for the Services including refresh, refurbishment or reuse of equipment and environmental recovery, recycling or disposal options, including but not limited to:
		3. External links for guidance:
			1. WEEE Directive: <http://www.environment-agency.gov.uk/business/topics/waste/32084.aspx> and <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002L0096:EN:NOT>
			2. RoHS Regulations: <http://www.rohs.gov.uk/>
	4. **SUPPLIER ACCESSIBILITY RESPONSIBILITIES**
		1. Where required by Buyers, Suppliers shall provide suitable hardware and software to meet the diverse user needs. This may include individuals with a visual, auditory, physical, speech, cognitive, language, learning, behavioural or neurological impairment, as well multiple languages for users for whom English is not their first language.
		2. Suppliers shall assist Buyers in fulfilling their legal obligations with regards to accessibility, by offering help and guidance on how the Services can either support or be tailored to the Customer’s needs.
		3. Where required by a Buyer, the Supplier shall provide an accessibility statement for Services provided under a Call-Off Contract.
		4. The Supplier shall where relevant maintain an accessibility policy, and identify (and where requested provide the details to Buyers) a role or department within their organisations with responsibility for the policy.
	5. **MODERN SLAVERY**
		1. The Suppliers shall at all times be compliant with the provisions of the Modern Slavery Act 2015. <http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>
		2. The Suppliers shall annually complete the modern slavery assesment tool as directed by CCS. <https://supplierregistration.cabinetoffice.gov.uk/msat>
		3. The Suppliers shall make the outcomes of their modern slavery assessment to Buyer when requested.
		4. The Suppliers shall use the outputs of the modern slavery assessment within their Continuous Improvement Plan, where necessary.
1. **LOT 1 – TRANSPORT PROFESSIONAL SERVICES**

Lot 1 is based around professional services and consultancy and project management for Transport related Good/Services solutions.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. Where requested by the Buyer, Suppliers will provide a range of Goods and Services which may include but are not limited to:
		1. Transport management technology professional services (including research, consultancy, project management etc);
		2. Type-Approval and certification of transport equipment;
		3. Transport surveying, data capture and processing services;
		4. Feasibility study services;
		5. Inspection services;
		6. Transport impact assessment reports;
		7. Design services;
		8. Public consultation and stakeholder engagement services;
		9. Transport modelling services (virtualisation and simulation);
		10. Strategy development and implementation services;
		11. The supply of any related services (including prototyping systems and software modelling).
		12. Traffic engineering design services;
1. **LOT 2 – TRANSPORT AND PEDESTRIAN CONTROL**

Lot 2 is for the provision of cameras, parking control and signal sensor products and overarching transport technology products applicable to this Lot.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. **TRANSPORT SIGNALS JUNCTIONS, CONTROLLED PEDESTRIAN CROSSING AND RAMP METERING**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Goods and services to support transport signalling, ramp metering, and pedestrian control
			2. Transport detection systems;
			3. Outstation Transmission Units (OTU) and Outstation Monitoring Units (OMU
	2. **TRANSPORT MONITORING, TRANSPORT ENFORCEMENT CAMERAS AND SECURITY BODY WORN CAMERAS**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Automatic Number Plate Recognition (ANPR);
			2. Safety cameras (static and average speed);
			3. CCTV, used in a transport surveillance and vehicle monitoring service;
			4. Automatic Transport Counters (ATC);
			5. Selective Vehicle Detection (SVD) systems;
			6. Type- Approved enforcement technology to identify transport Offences;
			7. Commercial vehicle operations compliance systems and equipment
			8. Height and weight compliance systems and equipment;
			9. Outstation monitoring equipment;
			10. Road charging and toll systems;
			11. Associated real time data services;
	3. **PARKING AND ACCESS CONTROL SYSTEMS**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Pay and display equipment;
			2. Space counting and bay monitoring e.g. capacity counters;
			3. Intercom systems;
			4. Car park barriers;
			5. Gate automation;
			6. Parking and access control RFID systems inc. Biometric gates;
			7. Software systems for data capture and processing services;
	4. **URBAN TRAFFIC MANAGEMENT CONTROL**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Urban Traffic Control (UTC), and Urban Traffic Management and Control (UTMC) systems;
			2. UTC/UTMC Common Database Platforms (CDB) and systems;
			3. Priority detection systems;
			4. Common database integration;
			5. Central business district integration services;
			6. Congestion charge systems;
			7. Monitoring outstations;
			8. Control of traffic signal controllers;
			9. Traffic control compliant system to system adaptor software;
			10. Traffic control training and support services;
			11. Data exchange services;
1. **LOT 3 – TRANSPORT SIGNAGE AND LIGHTING**

Lot 3 is for message signs, exterior lighting i.e. street lighting and ancillary road equipment.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. **VARIABLE MESSAGE SIGNS**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Urban Variable Messaging Signs (VMS);
			2. Vehicle activated signs;
			3. Temporary traffic management signs;
			4. VMS control Systems
	2. **STREET AND EXTERIOR LIGHTING**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. All street and exterior lighting equipment;
				1. columns;
				2. luminaires;
				3. cables;
				4. switchgear;
				5. sensors and controls;
				6. street lighting consumables;
				7. ancillary equipment;
			2. Lighting control systems;
			3. Survey and Asset review;
			4. Upgrade of existing assets to high efficiency lighting (e.g. CMS & LED);
			5. Ancillary lighting and equipment for road signs, Bollards, Central beacons and Zebra crossings;
	3. **ANCILLARY ROAD EQUIPMENT**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Cabinets;
			2. Cabinet frames and security straps and associated equipment;
			3. Power Supply units;
			4. Cables (copper and fibre optic);
			5. Connectors;
1. **LOT 4 – TRANSPORT DATA SERVICES**

Lot 4 is based around SMART technologies, data management and back-up systems.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. **GEOGRAPHIC INFORMATION SYSTEMS**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. GIS-based traffic, incident, environmental and planning management systems;
			2. SMART Technologies;
			3. Telematics;
	2. **ASSET DATA CAPTURE AND MANAGEMENT**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Surveys to capture asset data (e.g. location, condition, inventory - including physical properties etc.) using technologies such as;
				1. LiDAR;
				2. high resolution photography;
				3. ground penetrating radar;
			2. asset data management;
			3. asset data analysis;
			4. asset data processing;
	3. **TRANSPORT AND TRAFFIC MANAGEMENT COMMUNICATIONS**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Systems and equipment to support the delivery, installation, and support of wired, wireless, and mobile transport communications; i.e routers, modems, mesh networks alike
			2. Emergency telephone equipment and systems;
			3. Communications equipment associated with the provision of Intelligent Transportation Systems (both in-vehicle and infrastructure), connected vehicles, and autonomous vehicles, including (but not limited to);
				1. Vehicular WiFi equipment;
				2. Roadside wireless connectivity equipment;
				3. Dedicated Short Range Communications (DSRC) equipment;
				4. Wireless LAN equipment
	4. **Intelligent Transport Services**

Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:

* + 1. Deployment, provision, integration, application maintenance, system administration, testing and/or development of Intelligent Transport Systems (ITS), including (but not limited to);
			1. Transport Management systems;
			2. Tunnel and bridge control mechanisms;
			3. Transport information and data gathering, Transport prediction and simulation;
			4. Road space planning and works management;
			5. Co-operative ITS, Vehicle-to-Vehicle (V2V) and Vehicle-to-Infrastructure (V2I) connected and autonomous vehicle systems;
			6. Incident detection and management;
			7. Congestion detection and management
			8. Vehicle compliance (height, weight, lane, speed, commercial);
			9. Vehicle tracking and detection;
			10. Transport technology asset management, fault management and diagnostics;
			11. Supervisory Control and Data Acquisition (SCADA).
		2. Common database integration and data exchange services;
		3. Cloud Services;
		4. Backups;
1. **LOT 5 – SUSTAINABLE TRANSPORT TECHNOLOGIES**

Lot 5 is for bidders to supply sustainable transport infrastructure i.e charge point equipment and environmental monitoring systems i.e. flood levels.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. **ENVIRONMENTAL MONITORING SYSTEMS (FIXED AND MOBILE)**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Fixed and mobile environmental monitoring systems and equipment for pollution, noise levels, flood levels and ambient light;
			2. Associated installation and support services for these systems and equipment
	2. **SUSTAINABLE TRANSPORT INFRASTRUCTURE**
		1. Where requested by the Buyer, Suppliers will provide a range of goods and services which may include but are not limited to:
			1. Charge Point equipment and associated services inclusive of installation and back office systems where necessary (e.g. Standard and Fast Single Phase, Three Phase AC and Rapid AC/DC for electric vehicles), inductive ‘wireless’ chargers (static and ‘in motion);
			2. Access and Payment solutions (e.g. RFID, PAYG, membership);
			3. Charge Point Management Systems (CPMS);
			4. Portable and transportable electrical energy storage and recharging solutions;
1. **LOT 6 – MAJOR TRANSPORT SOLUTIONS**

Lot 6 is for major transport solutions. This will incorporate all of Lots 1-5 in one major project.

The Buyer can award a Call-Off Contract via completion of a Further Competition Procedure.

* 1. Where requested by the Buyer, Suppliers will provide a range of Goods and Services which may include but are not limited to:
		1. Traffic management technology professional services (including research, consultancy, project management etc);
		2. Transport and Pedestrian Control
		3. Transport Signage and Lighting goods and services
		4. Transport data goods and services
		5. Sustainable Transport Technology goods and services

**Lot 7 - CATALOGUE**

The catalogue that is used for Lot 7 is Basware at time of award, however, there will be a change of catalogue platform in the duration of the framework.

* 1. The Catalogue and its constituent Catalogue Items are to be used for the purpose of ordering by the Buyers using the Direct Award Procedure under Lot 7.
	2. The Catalogue will comprise all of the Supplier’s live Catalogue Items.
	3. A catalogue item shall comprise only of deliverables specific to the Lot(s) to which the supplier has been appointed as identified in the Framework Award Form.
	4. Catalogue Items will be deemed to have been made available by the Supplier to Buyers on the first day the Catalogue Item appears on the Catalogue.
	5. All Catalogue Items must be continuously available on the Catalogue for at least thirty calendar days from first publication on the Catalogue Publication Portal.
	6. Suppliers shall satisfy the Catalogue requirements set out in this Annex 1 to Framework Schedule 1.
1. **PUBLISHING THE CATALOGUE**

* 1. The Catalogue will be made available to Buyers using the Catalogue Publication Portal.
	2. By participating in this Framework Contract, the Supplier gives CCS the right to publish without amendment all Catalogue Items on any public facing portal or any media, including any electronic medium, CCS deems appropriate.
	3. The Supplier shall maintain its Catalogue on the Catalogue Publication Portal.

1. **CATALOGUE ITEMS**
	1. Please note, the Information required from Suppliers to populate catalogue content is subject to change. Each Catalogue Item must be described using the template which:
		1. identifies a unique reference number for each Catalogue Item; IE SKU
		2. start & expiration date
		3. must include a suitable description of the Catalogue Item;
		4. must include a Catalogue Price;
		5. as a minimum, Suppliers must provide the Information to populate the data fields in the Catalogue Supplier Content Template.
		6. unit of measurement
		7. price breaks (if required)
		8. contract ref (RM6099)
		9. tags (if required)
2. **ADDING A CATALOGUE ITEM TO THE CATALOGUE**
	1. The Supplier shall add Catalogue Items to the Catalogue in accordance with paragraph 3.
3. **WITHDRAWING A CATALOGUE ITEM OFFER FROM THE CATALOGUE**

* 1. Subject to paragraph 1.5, the Supplier may after thirty calendar days withdraw a Catalogue Item and remove it from the Catalogue Publication Portal.
1. **INVALID CATALOGUE ITEM**

* 1. Any Catalogue Item that, in the CCS’ sole discretion, does not comply with any one or more of the requirements set out in the Framework Contract shall be deemed invalid (“Invalid Catalogue Item”).Until rectified to CCS standards.
	2. If CCS identifies an Invalid Catalogue Item, the Supplier shall, as directed by CCS:
		1. immediately remove the Catalogue Item from the Catalogue, or amend or otherwise change the Catalogue Item to reflect a valid Catalogue Item;
		2. inform CCS of any Buyers that have accepted the offer;
		3. provide CCS with details of every Catalogue Item (including Catalogue Items withdrawn from the Catalogue in accordance with paragraph 5) of every Catalogue in which the Supplier participates; and/or
		4. take any other remedial activity that CCS deems appropriate to rectify the invalid Catalogue Item or its acceptance through the catalogue by a Buyer;
	3. If the Supplier fails to comply with any direction issued by CCS pursuant to paragraph 6.3, this shall constitute a material Default.