

Core Terms

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# Definitions used in the contract

* 1. Interpret this Contract using Joint Schedule 1 (Definitions).

# How the contract works

* 1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
	2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
	3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
	4. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
1. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
2. create new Call-Off Schedules;
3. exclude optional template Call-Off Schedules; and/or
4. use Special Terms in the Order Form to add or change terms.
	1. Each Call-Off Contract:
5. is a separate Contract from the Framework Contract;
6. is between a Supplier and a Buyer;
7. includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
8. survives the termination of the Framework Contract.
	1. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
	2. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
	3. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
9. verify the accuracy of the Due Diligence Information; or
10. properly perform its own adequate checks,

including as further detailed within Clause [37](#bookmark66).

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* 1. CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
	2. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
	3. The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification). *[NS3 Framework Special Term 1]*

# What needs to be delivered

## All deliverables

* + 1. The Supplier must provide Deliverables:
			1. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
			2. to a professional standard;
			3. using reasonable skill and care;
			4. using Good Industry Practice;
			5. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
			6. on the dates agreed; and
			7. that comply with Law.
		2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

## Goods clauses

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
		2. Not used *[NS3 Framework Special Term 3]*
		3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
		4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
		5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
		6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer’s

working hours.

* + 1. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and

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undamaged.

* + 1. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
		2. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
		3. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
		4. Not used *[NS3 Framework Special Term 2]*
		5. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer’s option and request) any Goods that the Buyer rejects because they do not conform with Clause [3](#bookmark2). If the Supplier does not do this it will pay the Buyer’s costs including repair or re-supply by a third party.

## Services clauses

* + 1. Late Delivery of the Services will be a Default of a Call-Off Contract.
		2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
		3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
		4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
		5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer’s

operations, employees or other contractors.

* + 1. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
		2. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## Optional Services

* + 1. The Buyer may require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Buyer is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Buyer from receiving services that are the same as or similar to the Optional Services from any third party.
		2. If a Variation Form is submitted, the Supplier shall, as part of the respective Impact Assessment provided by the Supplier, provide details of the impact (if any) that the proposed Variation will have on the relevant Optional Services.

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* + 1. Following receipt of the Buyer's notice pursuant to Clause [3.4.1](#bookmark4):
			1. the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Variation Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;
			2. the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;
			3. any additional charges for the Optional Services shall be agreed and incorporated into the Charges in accordance with Call-Off Schedule 5 (Pricing Details); and
			4. the Supplier shall, from the date agreed in the Optional Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services (if any)), provide the relevant Optional Services to meet or exceed the applicable Service Levels applicable to the Optional Services as set out in Call-Off Schedule 14 (Service Levels).

# Pricing and payments

* 1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
	2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
	3. All Charges and the Management Charge:
1. exclude VAT, which is payable on provision of a valid VAT invoice; and
2. include all costs connected with the Supply of Deliverables.
	1. The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
	2. A Supplier invoice is only valid if it:
3. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
4. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
5. does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
6. complies with the requirements set out in Call-Off Schedule 5 (Pricing Details), and, in particular to Projects, Call-Off Schedule 26 (Projects); and
7. is submitted no later than three (3) months after the completion of the respective Deliverable(s).
	1. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the

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Supplier.

* 1. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided, such as Delay Payments detailed in Call-Off Schedule 5 (Pricing Details).
	2. The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
	3. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
	4. If CCS or the Buyer uses Clause [4.9](#bookmark7) then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
	5. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

# The buyer’s obligations to the supplier

* 1. If Supplier Non-Performance arises from an Authority Cause:
1. neither CCS or the Buyer can terminate a Contract under Clause [10.4.1](#bookmark24);
2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
3. the Supplier is entitled to additional time needed to make the Delivery; and
4. the Supplier cannot suspend the ongoing supply of Deliverables.
	1. Clause [5.1](#bookmark8) only applies if the Supplier:
5. gives notice to the Party responsible for the Authority Cause within ten (10) Working Days of becoming aware, including:
	1. details of the Authority Cause and its effect, or likely effect, on the Supplier’s ability to

meet its obligations under this Contract; and

* 1. any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Authority Cause;
1. demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
2. mitigated the impact of the Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

# Record keeping and reporting

* 1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when

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specified in the Order Form.

* 1. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
1. during the Contract Period;
2. for seven (7) years after the End Date; and
3. in accordance with UK GDPR and Good Industry Practice,

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

* 1. The Relevant Authority or an Auditor can Audit the Supplier.
	2. During an Audit, the Supplier must:
1. allow the Relevant Authority or any Auditor access to their premises (including any equipment used (whether exclusively or non-exclusively) in the performance of the Services), the Supplier System and Supplier Staff to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
2. provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request,

including for the purposes set out in Clause [6.9](#bookmark11).

* 1. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
	2. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
1. tell the Relevant Authority and give reasons;
2. propose corrective action; and
3. provide a deadline for completing the corrective action.
	1. 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:
4. the methodology of the review;
5. the sampling techniques applied;
6. details of any issues; and
7. any remedial action taken.
	1. 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.

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* 1. The purposes for which an audit may be carried out pursuant to Clause [6.4](#bookmark10) shall include to:
1. verify the integrity and content of the Financial Model and/or any other Financial Report;
2. verify the accuracy of the Charges and any other amounts payable by the Buyer under its Call-Off Contract (and proposed or actual variations to them in accordance with the Call-Off Contract);
3. 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;
4. verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;
5. verify the Open Book Data;
6. identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
7. 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 perform the Services;
8. obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
9. review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;
10. carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;
11. 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 Buyer has used its resources;
12. review any performance monitoring reports provided under Part B of Call-Off Schedule 14 (Service Levels) and/or other records relating to the Supplier’s performance of the provision of the Services and to verify that these reflect the Supplier’s own internal reports and records;
13. verify the accuracy and completeness of any information delivered or required by the Contract;
14. inspect the Operating Environment (or any part of it) and the wider service delivery environment (or any part of it);
15. review the accuracy and completeness of the Registers;
16. review any records created during the design and development of the Supplier System and pre- operational environment such as information relating to Testing (if applicable);
17. review the Supplier’s quality management systems (including any quality manuals and procedures);
18. review the Supplier’s compliance with the Standards;
19. inspect the Buyer Assets, including the Buyer’s IPRs, equipment and facilities, for the purposes of

ensuring that the Buyer Assets are secure and that any register of assets is up to date; and/or

1. review the integrity, confidentiality and security of the Government Data.
	1. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause [6](#bookmark9), unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Buyer for all the Buyer’s reasonable costs incurred in connection with the audit.
	2. Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General

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and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Sub-contractors for the purposes of and pursuant to applicable Law.

* 1. If an Audit undertaken pursuant to the remainder of this Clause [6](#bookmark9) identifies that:
1. the Supplier has committed a Default, the Buyer may (without prejudice to any rights and remedies the Buyer may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a material Default that is capable of remedy, to comply with the Rectification Plan Process;
2. there is an error in the Financial Model and/or any other Financial Report, the Supplier shall promptly rectify the error;
3. the Buyer has overpaid any Charges, the Supplier shall pay to the Buyer:
	1. the amount overpaid;
	2. interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Buyer up to the date of repayment by the Supplier; and
	3. the reasonable costs incurred by the Buyer in undertaking the Audit,

the Buyer may exercise its right to deduct such amount from the Charges if it prefers; or

1. the Buyer has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Buyer. For the avoidance of doubt, where an Audit identifies such an underpayment, the Supplier shall be entitled to recover any outstanding Charges.
	1. Without prejudice to the remainder of this Clause [6](#bookmark9), the Supplier shall:
2. be responsible for auditing the financial models/reports of its Key Subcontractors and for any associated costs and expenses incurred or forecast to be incurred; and
3. on written request by the Buyer, provide the Buyer or procure that the Buyer is provided with:
	1. full copies of audit reports for the Key Subcontractors. The Buyer shall be entitled to rely on such audit reports; and
	2. further explanation of, and supporting information in relation to, any audit reports provided.

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# Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:
1. be appropriately trained and qualified;
2. be vetted using Good Industry Practice and the Security Policy; and
3. comply with all conduct requirements when on the Buyer’s Premises.
	1. Where a Buyer decides one of the Supplier’s Staff is not suitable to work on a contract, the Supplier

must replace them with a suitably qualified alternative.

* 1. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause [27](#bookmark57).
	2. If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises and say why access is required. *[NS3 Framework Special Term 4]*
	3. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

# Rights and protection

* 1. The Supplier warrants and represents that:
1. it has full capacity and authority to enter into and to perform each Contract;
2. each Contract is executed by its authorised representative;
3. it is a legally valid and existing organisation incorporated in the place it was formed;
4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
6. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
7. it is not impacted by an Insolvency Event;
8. it will comply with each Call-Off Contract; and
9. it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Existing IPRs and any other materials made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Call-Off Contract including the receipt of the Deliverables by the Buyer.
	1. The warranties and representations in Clauses [2.10](#bookmark1) and [8.1](#bookmark13) are repeated each time the Supplier provides Deliverables under the Contract.
	2. The Supplier indemnifies both CCS and every Buyer against each of the following:

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1. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
2. non-payment by the Supplier of any Tax or National Insurance.
	1. All claims indemnified under this Contract must use Clause [26](#bookmark56).
	2. The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
	3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
	4. The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, those warranties and indemnities provided by third parties that are specifically associated with and particular to the Deliverables provided to the Buyer. Where any such warranties are held on trust, the Supplier shall enforce such warranties as required by the Buyer on the Buyer’s behalf in order to provide the Services and shall do so in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier. *[NS3 Framework Special Term 5]*

# Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to both:
1. receive and use the Deliverables; and
2. make use of the deliverables provided by a Replacement Supplier.
	1. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
	2. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
	3. Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names,

logos or trademarks, except as provided in Clause [9](#bookmark16) or otherwise agreed in writing.

* 1. 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.
	2. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option,

either:

1. obtain for CCS and the Buyer the rights in Clause [9.1](#bookmark17) and [9.2](#bookmark18) without infringing any third party IPR; or

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1. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
	1. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

# Ending the contract or any subcontract

## Contract Period

* + 1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
		2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than three (3) Months' written notice before the Contract expires.

## Ending the contract without a reason

* + 1. CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least thirty (30) days' notice.
		2. Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater). *[NS3 Framework Special Term 11]*

## Rectification plan process

* + 1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within ten (10) Working Days.
		2. When the Relevant Authority receives a requested Rectification Plan it can either:
			1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
			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.
		3. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
			1. must give reasonable grounds for its decision; and
			2. may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.
		4. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause [10.4.3](#bookmark26)[(a)](#bookmark27).

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## When CCS or the Buyer can end a contract

* + 1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract (in whole or in part) by issuing a Termination Notice to the Supplier:
			1. there is a Supplier Insolvency Event;
			2. there is a Default that is not corrected in line with an accepted Rectification Plan;
			3. the Supplier does not provide a Rectification Plan within ten (10) Working Days of the request;
			4. there is any material Default of the Contract;
			5. there is any material Default of any Joint Controller Agreement relating to any Contract;
			6. there is a Default of Clauses [2.10](#bookmark1), [9](#bookmark16), [14](#bookmark40), [15](#bookmark43), [27](#bookmark57), [32](#bookmark62) or Framework Schedule 9 (Cyber Essentials Scheme) (where applicable) relating to any Contract;
			7. there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
			8. there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
			9. if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
			10. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
		2. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause [10.4.1](#bookmark24).
		3. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
			1. the Relevant Authority rejects a Rectification Plan;
			2. there is a Variation which cannot be agreed using Clause [24](#bookmark52) (Changing the contract) or resolved using Clause [34](#bookmark64) (Resolving disputes);
			3. if there is a declaration of ineffectiveness in respect of any Variation; or
			4. the events in 73 (1) (a) of the Regulations happen.

## When the supplier can end the contract

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

## What happens if the contract ends

* + 1. Where a Party terminates a Contract under any of Clauses [10.2.1](#bookmark21), [10.2.2](#bookmark22), [10.4.1](#bookmark24), [10.4.2](#bookmark25), [10.4.3](#bookmark26), [10.5](#bookmark28) or

[20.2](#bookmark50) or a Contract expires all of the following apply:

* + - 1. The Buyer’s payment obligations under the terminated Contract stop immediately.
			2. Accumulated rights of the Parties are not affected.

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* + - 1. The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
			2. The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
			3. The Supplier must promptly return any of CCS or the Buyer’s property provided under the

terminated Contract.

* + - 1. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re- procurement (including to a Replacement Supplier).
		1. In addition to the consequences of termination listed in Clause [10.6.1](#bookmark29), where the Relevant Authority terminates a Contract under Clause [10.4.1](#bookmark24) the Supplier is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
		2. In addition to the consequences of termination listed in Clause [10.6.1](#bookmark29), if either the Relevant Authority terminates a Contract under Clause [10.2.1](#bookmark21) or [10.2.2](#bookmark22) or a Supplier terminates a Call-Off Contract under Clause [10.5](#bookmark28):
			1. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
			2. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
		3. In addition to the consequences of termination listed in Clause [10.6.1](#bookmark29), where a Party terminates under Clause [20.2](#bookmark50) each Party must cover its own Losses.
		4. The following Clauses survive the termination or expiry of each Contract: [3.2.10](#bookmark3), [4.2](#bookmark5), [6](#bookmark9), [7.5](#bookmark12), [9](#bookmark16), [11](#bookmark31), [12.2](#bookmark39),

[14](#bookmark40), [15](#bookmark43), [16](#bookmark47), [17](#bookmark48), [18](#bookmark49), [31.3](#bookmark61), [34](#bookmark64), [35](#bookmark65) and any Clauses and Schedules which are expressly or by implication intended to continue.

## Partially ending and suspending the contract

* + 1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
		2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
		3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
		4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
		5. The Parties must agree any necessary Variation required by Clause [10.7](#bookmark30) using the Variation Procedure,

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but the Supplier may not either:

* + - 1. reject the Variation; or
			2. increase the Charges, except where the right to partial termination is under Clause [10.2](#bookmark20).
		1. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause [10.7](#bookmark30).

## When subcontracts can be ended

At the Buyer’s request, the Supplier must terminate any Subcontracts in any of the following events:

1. there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
2. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause [10.4](#bookmark23); or
3. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

# How much you can be held responsible for

* 1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than ***[REDACTED]***.
	2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of ***[REDACTED]*** *[NS3 Framework Special Term 6]* or ***[REDACTED]*** unless specified in the Call-Off Order Form.
	3. No Party is liable to the other for:
1. any indirect Losses; or
2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
	1. In spite of Clause [11.1](#bookmark32) and [11.2](#bookmark33), neither Party limits or excludes any of the following:
3. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
4. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
5. any liability that cannot be excluded or limited by Law;
6. its obligation to pay the required Management Charge or Default Management Charge.
	1. In spite of Clauses [11.1](#bookmark32) and [11.2](#bookmark33), the Supplier does not limit or exclude its liability for any indemnity given under Clauses [7.5](#bookmark12), [8.3](#bookmark14)[(b),](#bookmark15) [9.5](#bookmark19), [31.3](#bookmark61) or Call-Off Schedule 2 (Staff Transfer) of a Contract.

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* 1. In spite of Clauses [11.1](#bookmark32) and [11.2](#bookmark33) but subject to Clauses [11.3](#bookmark34) and [11.4](#bookmark35), the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause [14.8](#bookmark42) shall in no event exceed the Data Protection Liability Cap.
	2. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
	3. When calculating the Supplier’s liability under Clause [11.1](#bookmark32) or [11.2](#bookmark33) the following items will not be taken into consideration:
1. Deductions; and
2. any items specified in Clauses [11.5](#bookmark36) or [11.6](#bookmark37).
	1. If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.
	2. The Supplier shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Subcontractors also do or refrain from doing such act or thing in their delivery of those elements of the Services.

# Obeying the law

* 1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
	2. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
	3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause [12.1](#bookmark38) and Clauses [27](#bookmark57) to [32](#bookmark62).

# Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

# Data protection

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11 (Processing Data). The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data). *[NS3 Framework Special*

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*Term 7]*

* 1. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
	2. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six (6) Months.
	3. 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.
	4. 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 the Relevant Authority and immediately suggest remedial action.
	5. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
2. restore the Government Data itself or using a third party.
	1. The Supplier must pay each Party’s reasonable costs of complying with Clause [14.6](#bookmark41) unless CCS or the Buyer is at fault.
	2. The Supplier:
3. must provide the Relevant Authority with all Government Data in an agreed open format within ten

(10) Working Days of a written request;

1. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
2. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
3. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
4. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause [14](#bookmark40) and any Data Protection Legislation.

# What you must keep confidential

* 1. Each Party must:
1. keep all Confidential Information it receives confidential and secure;
2. except as expressly set out in the Contract at Clauses [15.2](#bookmark45) to [15.4](#bookmark46) or elsewhere in the Contract, not

disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's

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prior written consent; and

1. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
	1. In spite of Clause [15.1](#bookmark44), a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
2. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
3. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
4. if the information was given to it by a third party without obligation of confidentiality;
5. if the information was in the public domain at the time of the disclosure;
6. if the information was independently developed without access to the Disclosing Party’s

Confidential Information;

1. on a confidential basis, to its auditors;
2. on a confidential basis, to its professional advisers on a need-to-know basis; or
3. 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.
	1. In spite of Clause [15.1](#bookmark44), 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 the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
	2. In spite of Clause [15.1](#bookmark44), CCS or the Buyer may disclose Confidential Information in any of the following cases:
4. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
5. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
6. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
7. where requested by Parliament; or
8. under Clauses [4.7](#bookmark6) and [16](#bookmark47).
	1. For the purposes of Clauses [15.2](#bookmark45) to [15.4](#bookmark46) references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause [15](#bookmark43).
	2. Transparency Information is not Confidential Information.
	3. The Supplier must not make any press announcement or publicise the Contracts or any part of them in

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any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

# When you can share information

* 1. The Supplier must tell the Relevant Authority within forty-eight (48) hours if it receives a Request For Information.
	2. Within five (5) Working Days of the Buyer’s request the Supplier must give CCS and each Buyer full co- operation and information needed so the Buyer can:
1. publish the Transparency Information;
2. comply with any Freedom of Information Act (FOIA) request; and/or
3. comply with any Environmental Information Regulations (EIR) request.
	1. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause [16](#bookmark47). However, the extent, content and format of the disclosure is the Relevant Authority’s decision in its absolute discretion.

# Invalid parts of the contract

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

# No other terms apply

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

# Other people’s rights in a contract

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

# Circumstances beyond your control

* 1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
1. provides a Force Majeure Notice to the other Party; and
2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
	1. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

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# Relationships created by the contract

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

# Giving up contract rights

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

# Transferring responsibilities

* 1. The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant

Authority’s written consent.

* 1. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
	2. When CCS or the Buyer uses its rights under Clause [23.2](#bookmark51) the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
	3. The Supplier can terminate a Contract novated under Clause [23.2](#bookmark51) to a private sector body that is experiencing an Insolvency Event.
	4. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
	5. Without prejudice to Paragraphs 4.20 and 4.21 of Part B of Call-Off Schedule 5 (Pricing Details), if CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
1. their name;
2. the scope of their appointment; and
3. the duration of their appointment.

# Changing the contract

* 1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
	2. The Supplier must provide an Impact Assessment either:
1. with the Variation Form, where the Supplier requests the Variation; or
2. within the time limits included in a Variation Form requested by CCS or the Buyer.

If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer

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shall pay any reasonable demonstrable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began. *[NS3 Framework Special Term 8]*

* 1. The calculation and presentation of costs in the Impact Assessment shall be in accordance with Call-Off Schedule 5 (Pricing Details).
	2. The receiving Party shall respond to the request within ten (10) Working Days or such other time limits specified in the Variation Form. Such otherwise specified time limits shall be reasonable and ultimately at the discretion of the Buyer having regard to the nature of the Order and the proposed Variation.
	3. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
1. agree that the Contract continues without the Variation; or
2. terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
3. refer the Dispute to be resolved using Clause [34](#bookmark64) (Resolving disputes).
	1. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
	2. 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 Framework Prices or the Charges.
	3. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
4. that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
5. of how it has affected the Supplier’s costs.
	1. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses [24.1](#bookmark53) to [24.6](#bookmark54).
	2. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.
	3. The Supplier shall not be entitled to add to or increase the Charges in respect of the following types of Variations (and the Parties acknowledge and agree that this is not an exhaustive list of non-chargeable Variations):
6. Variations that are required in order to incorporate any services, functions and responsibilities

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(including incidental services, functions and responsibilities) that are not expressly described in Call- Off Schedule 20 (Specification), but which are reasonably and necessarily required for the proper performance and provision of the obligations set out in Call-Off Schedule 20 (Specification);

1. Variations which were envisaged by the Parties at the Call-Off Start Date and for which a Charge is included in Call-Off Schedule 5 (Pricing Details);
2. Variations required for the Supplier to carry out its obligations hereunder where the associated costs and expenses are already included in the Charges;
3. Variations that arise out of any incident or problem resolution procedure including the testing and acceptance procedures that are within the scope of the Services except where the root cause analysis determines that the incident was solely caused by the Buyer in which case such Variations may be chargeable if agreed by both Parties;
4. Variations required as a result of a Change in Law specified in Clause [24.7](#bookmark55); and
5. Variations arising out of or in connection with any Default of the Supplier.
	1. Where a Variation impacts more than one (1) Managed Service Supplier it is a Multi Party Variation and the Multi Party Variation Procedure set out in Schedule 5 to the Collaboration Agreement shall apply.

Where a Multi Party Variation impacting this Contract is agreed through the Multi Party Variation Procedure, a binding variation to this Contract will result, as set out in Paragraph 3.2 of Part B of Schedule 5 to the Collaboration Agreement.

# How to communicate about the contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
	2. Notices to CCS must be sent to the CCS Authorised Representative’s address or email address in the

Framework Award Form.

* 1. Notices to the Buyer must be sent to the Buyer Authorised Representative’s address or email address in

the Order Form.

* 1. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
	2. Each Party shall immediately notify the other in the event of a change in their registered address and/or the address for service of notices set out in the Order Form. If the Supplier has reason to believe that the address for service of notices set out in the Order Form may be replaced by an address outside of England and Wales then the Supplier shall irrevocably designate, appoint and empower a service agent 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 Buyer in respect of this Call-Off Contract, and in doing so shall irrevocably consent to the service of notices and demands, service of process or any other legal summons served in such way.

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# Dealing with claims

* 1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
	2. At the Indemnifier’s cost the Beneficiary must both:
1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
2. give the Indemnifier reasonable assistance with the claim if requested.
	1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
	2. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a

way that does not damage the Beneficiary’s reputation.

* 1. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
	2. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
	3. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
1. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
2. the amount the Indemnifier paid the Beneficiary for the Claim.

# Preventing fraud, bribery and corruption

* 1. The Supplier must not during any Contract Period:
1. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
2. do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
	1. The Supplier must during the Contract Period:
3. create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
4. keep full records to show it has complied with its obligations under Clause [27](#bookmark57) and give copies to CCS or the Buyer on request; and
5. if required by the Relevant Authority, within twenty (20) Working Days of the Start Date of the

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relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause [27](#bookmark57), including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

* 1. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

[27.1](#bookmark58) or [27.2](#bookmark59) or has any reason to think that it, or any of the Supplier Staff, has either:

1. been investigated or prosecuted for an alleged Prohibited Act;
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;
3. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
4. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
	1. If the Supplier notifies CCS or the Buyer as required by Clause [27.3](#bookmark60), 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.
	2. In any notice the Supplier gives under Clause [27.3](#bookmark60) it must specify the:
5. Prohibited Act;
6. identity of the Party who it thinks has committed the Prohibited Act; and
7. action it has decided to take.

# Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
2. any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
	1. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

# Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:
1. all applicable Law regarding health and safety; and
2. the Buyer’s current health and safety policy while at the Buyer’s Premises, as provided to the

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Supplier.

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

# Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer’s current

Environmental Policy, which the Buyer must provide.

* 1. The Supplier must, and will procure that Supplier Staff must, adhere to the Buyer’s Environmental Policy, Joint Schedule 5 (Corporate Social Responsibility), and the Buyer’s requirements pertaining to sustainability as detailed in Call-Off Schedule 20 (Specification).

# Tax

* 1. The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
	2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed five million pounds (£5 million) at any point during the relevant Contract Period, and an Occasion of Tax Non- Compliance occurs, the Supplier must notify CCS and the Buyer of it within five (5) Working Days including:
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
2. other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
	1. 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 Call-Off Contract, the Supplier must both:
3. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
4. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
	1. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

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1. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause [31.3](#bookmark61), or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
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;

1. the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause [31.3](#bookmark61) or confirms that the Worker is not complying with those requirements; and
2. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

# Conflict of interest

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

# Reporting a breach of the contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
1. Law;
2. Clause [12.1](#bookmark38); or
3. Clauses [27](#bookmark57) to [32](#bookmark62).
	1. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause [33.1](#bookmark63) to the Buyer or a Prescribed Person.

# Resolving disputes

* 1. If there is a Dispute the Dispute Resolution procedure in Call-Off Schedule 27 (Dispute Resolution Procedure) shall apply.
	2. The Supplier cannot suspend the performance of a Contract during any Dispute.

# Which law applies

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

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1. **Telecoms Expense Management**

The Supplier shall provide without charge to a TEM Provider nominated by the Buyer the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause [15](#bookmark43) (What you must keep confidential). *[NS3 Framework Special Term 9]*

# Due Diligence

* 1. Without prejudice to Clause [2.8](#bookmark0), the Supplier acknowledges that:
1. the Buyer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
2. it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Buyer before the Effective Date) of all relevant details relating to:
	1. Call-Off Schedule 20 (Specification); and
	2. Paragraph 3 within Call-Off Schedule 6 (ICT Services).
	3. The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:
4. any unsuitable aspects of the Operating Environment;
5. any misinterpretation of Call-Off Schedule 20 (Specification); and/or
6. any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.
	1. Notwithstanding Clause [37.1](#bookmark67) and Clause [37.2](#bookmark68), the Supplier shall notify the Buyer within ten (10) Working Days of becoming aware of anything pertinent to the Due Diligence Information that may affect delivery of any of the Services.

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